



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
FORT WORTH DISTRICT, CORPS OF ENGINEERS
P. O. BOX 17300
FORT WORTH, TEXAS 76102-0300

July 10, 2001

Contracting Division

Planholders:

Reference Request for Proposal Number DACA63-01-R-0013, Job Order Contract (JOC), Construction/Repair Requirements for MEDCOM Medical Facilities, U.S. Army Medical Command (MEDCOM), United States and Territories.

Enclosed are a list of attendees and minutes of the Pre-Proposal Conference held on June 29, 2001. These minutes are for information only and are not part of the Request for Proposal unless specifically identified in any subsequent amendment.

Sincerely,

A handwritten signature in black ink, appearing to read "Joan O. LoRe", is positioned above the typed name.

Joan O. LoRe
Contracting Officer

PRE-PROPOSAL CONFERENCE ROSTER - 29 JUNE 2001
DACA63-01-R-0013, TWO (2) JOB ORDER CONTRACT (JOC)
CONSTRUCTION/REPAIR REQUIREMENTS FOR MEDCOM FACILITIES
U.S. ARMY MEDICAL COMMAND (MEDCOM), UNITED STATES AND TERRITORIES

<u>NAME</u>	<u>COMPANY</u>	<u>TELEPHONE/FAX #</u>
<u>Frank A. Wilson</u>	<u>US Army Engineer District, FTW</u>	<u>(817) 978 - 4413</u> <u>(817) 978 - 4547</u>
<u>Al Khatena</u>	<u>US Army Engineer District, FTW</u>	<u>(817) 978 - 3032</u> <u>(817) 978 - 7046</u>
<u>Jerry Everett</u>	<u>BENECO ENT</u>	<u>(254) 532-1618</u> <u>(254) 532-1615</u>
<u>RON GARNER</u>	<u>BENECO ENTERPRISES</u>	<u>(254) 532-1618</u> <u>(254) 532-1615</u>
<u>Amanda Elenes</u>	<u>J+J Maintenance, Inc.</u>	<u>(512) 444-1271</u> <u>(512) 444-1271</u>
<u>Jack McCampbell</u>	<u>J & J Maintenance Inc</u>	<u>(210) 281-9561</u> <u>(210) 602-9765</u>
<u>Abe Valenzuela</u>	<u>J & J MAINTENANCE INC.</u>	<u>(512) 632-2174</u> <u>(512) 444-1271</u>
<u>Tom Clark</u>	<u>Torgensen</u>	<u>(301) 831-1000</u> <u>(301) 874-2876</u>
<u>Onzie Jones</u>	<u>Kellogg-Brown & Root</u>	<u>703 536 7570</u> <u>() -</u>
<u>DAVID MORAN</u>	<u>SEA Tech OF FL Keys</u>	<u>(305) 872-0888</u> <u>(305) 872-8898</u>
<u>Stan Uhlig</u>	<u>Del-Jen, Inc.</u>	<u>(931) 552-0515</u> <u>(931) 552-3568</u>
<u>Tim Gathin</u>	<u>Hutt-Zollars</u>	<u>(281) 496-0066</u> <u>(281) 496-0220</u>

U.S. ARMY MEDICAL COMMAND (MEDCOM), UNITED STATES AND TERRITORIES

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PRE-PROPOSAL CONFERENCE AGENDA - 29 JUNE 2001
DACA63-01-R-0013, TWO (2) JOB ORDER CONTRACT (JOC)
CONSTRUCTION/REPAIR REQUIREMENTS FOR MEDCOM FACILITIES
U.S. ARMY MEDICAL COMMAND (MEDCOM), UNITED STATES AND TERRITORIES

- | | |
|---------------|---|
| 10:00 – 10:15 | INTRODUCTIONS and PROJECT OVERVIEW
by Al Khatena, Project Manager. FW District |
| 10:15 – 10:45 | PRESENTATION OF SOLICITATION
by Frank Wilson, Contract Specialist, FW District |
| 10:45 – 11:00 | BREAK |
| 11:00 - ?? | QUESTION AND ANSWER PERIOD |

PAGE 1

29 JUNE 2001
10:00 A.M.

U.S. ARMY CORPS OF ENGINEERS
FORT WORTH DISTRICT

PRE-PROPOSAL CONFERENCE
JOB ORDER CONTRACT (JOC)
CONSTRUCTION/REPAIR REQUIREMENTS FOR
MEDCOM MEDICAL FACILITIES

DACA63-01-R-0013

FEDERAL OFFICE BUILDING
819 TAYLOR STREET

ROOM 1A03

PAGE 2
IN ATTENDANCE

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Jerry Everett
Ron Garner
Beneco Enterprises
Amanda Elenes
Jack M. Campbell
Abe Villareal
J&J Maintenance, Inc.
Tom Clark
Jorgensen
Onzie Jones
Kellog-Brown & Root
David Moran
Seatech of Florida Keys
Stan Uhlig
Del-Jen, Inc.
Tim Gatlin
Huitt-Zollars
John Rodgers
Joan O. LoRe
William T. Kidd
Al Khatena
Frank Wilson
U.S. Army Corps of Engineers
Bobbie L. Williams
U.S. Army Visual Information Center

1 MR. WILSON: Good morning, everybody.

2 My name is Frank Wilson. I'm the Contract Specialist
3 for this presentation and I am going to be turning it
4 over to Al in a few seconds but I wanted to give some
5 upfront information, namely: The most important thing
6 I can say - and I will repeat it again later - oral
7 explanations given at this conference are not binding.
8 If they are a solicitation requirement that need to be
9 revised, you will receive a written amendment and
10 that's it. So if we say it's gray and this
11 solicitation says it's blue, then my telling you gray
12 doesn't mean anything unless I amend it to change it to
13 gray. Okay?

14 It's all yours, Mr. Al.

15 MR. KHATENA: Okay.

16 MR. WILSON: Then I'll be back.

17 MR. KHATENA: I guess it's appropriate
18 to do hand-outs?

19 MR. WILSON: Yes.

20 MR. KHATENA: I just want to get into
21 the slides.

22 Welcome to Fort Worth to those of you
23 that aren't from Fort Worth. Possibly we might want to
24 have some introductions from the folks that are here
25 for us to know who is in attendance.

1 I am Al Khatena. I am the Contracting
2 Officer's Representative on this program, Medical Job
3 Order Contract Program for MEDCOM Facilities and I am
4 also the team leader for the team that manages the
5 projects.

6 Did we introduce John Rodgers and Joan
7 yet? Do you want to do that?

8 John Rodgers is the Task Contracting
9 Officer for the contract, and Joan LoRe is the
10 Contracting Officer for the Master Agreement.

11 MS. LORE: Welcome aboard. Looking
12 forward to having you all participate and be a partner
13 with us on this project.

14 MR. WILSON: Mr. Bobbie Williams here is
15 with the Army Audio Visual and Information Center. I
16 probably butchered it again. And he is here to field
17 any questions that you might have on the video portion
18 of this. The contractor that is to be, at some point,
19 will be working with them on that, the project items
20 and selection criteria and that kind of stuff.

21 And my boss, Tommy Kidd, is in the back.

22 MR. KIDD: Welcome to Fort Worth, folks.
23 We're looking forward to working with you.

24 MR. KHATENA: Okay. So now that I have
25 said my piece on who we are, maybe we'll start here at

1 the right.

2 MR. CLARK: Okay. My name is Tom Clark.
3 I am with Jorgensen out of Maryland.

4 MR. KHATENA: Maryland. Okay.

5 MR. VILLAREAL: I'm Abe Villareal with
6 J&J Maintenance.

7 MR. UHLIG: Stan Uhlig. I'm with
8 Del-Jen.

9 MR. GATLIN: I'm Tim Gatlin with
10 Huitt-Zollars on the Del-Jen team.

11 MR. JONES: Onzie Jones with
12 Kellog-Brown & Root Operations out of Arlington.

13 MR. KHATENA: And your name again?

14 MR. JONES: Onzie.

15 MR. KHATENA: Onzie.

16 MS. ELAINAS: I am Amanda Elainas. I am
17 with J&J Maintenance.

18 MR. CAMPBELL: I am Jack Campbell of
19 J&J Maintenance.

20 MR. MORAN: Davey Moran. I am with
21 Seatech out of Florida.

22 MR. EVERETT: Jerry Everett, Beneco,
23 Fort Hood.

24 MR. GARNER: And Ron Garner, Beneco,
25 Fort Hood.

1 MR. KHATENA: Okay. That's Bobbie
2 Williams. I looked at him like I didn't know who he
3 was.

4 All right. What I will do is get
5 started with the presentation. I want to kind of give
6 you a little bit of an overview of where we've been and
7 what things kind of look like in terms of organization
8 structures and stuff like that, get you to see where
9 these facilities, major facilities are located within
10 the MEDCOM regions, and then after I say my piece,
11 Frank is going to deal with the contract sections. And
12 then we will field questions.

13 But as I am doing this, please feel free
14 to ask questions on my part.

15 History. Back in the first part of
16 the '90s - in the previous century - MEDCOM and the
17 Department of Army were getting concerned, the Medical
18 Command, that medical facilities weren't being kept up,
19 they were in disrepair; and given the need to attract
20 new soldiers or keep the ones that were already on
21 board, you know, they've got a lot of these incentive
22 programs such as barracks upgrades and stuff like that.
23 Well, the hospitals were in quite disrepair. The
24 installations had the responsibility and the funding
25 for the upkeep of the hospitals and usually the

1 installations were more -- felt it was more important
2 to take care of the operational side of the things, the
3 vehicles, the equipment.

4 So a certain general convinced the
5 Secretary of the Army to experiment with letting the
6 Army Medical Command control its own destiny in terms
7 of funding of facilities, maintenance and repair and
8 modernization projects, so they have been doing this
9 since the early '90s. We got involved here with MEDCOM
10 in 1996. As a matter of fact, they requested us to
11 become involved in the latter part of 1995, and we
12 issued a contract in 1996, which is the current
13 contract that we have been operating the program for
14 the past five years, which is due to expire on the 19th
15 of September. And so in any case - I think I got ahead
16 of myself - the Corps of Engineers, the Army Medical
17 Command tried to use the DPWs at the installations to
18 do their work. Now we have the money, so we've got the
19 big stick and so the DPWs are going to be -- we're
20 going to be first in line. Well, it didn't quite
21 happen that way, nor did they get the quality that they
22 were looking for. They got frustrated in their desire
23 to expedite the process of maintaining their
24 facilities. Now, certainly, I am sure there are some
25 DPW operations helping and doing things, but in

1 aggregate fashion they weren't happy, so they came to
2 the Corps and went to many districts and asked to
3 partner with them to do work, and only three districts
4 or three Corps elements were willing to do this in a
5 big way. One, being the first one, was Huntsville
6 Center. I forget what they call it now. Huntsville
7 Engineering Center? What was it?

8 MR. KIDD: Public Goods.

9 MR. KHATENA: They changed it so much.
10 I don't know. In any case, they started with a number
11 of indefinite-delivery, indefinite-quantity type
12 contracts, kind of an offshoot of the manager
13 remediation projects. And in the meantime, their
14 workload also started becoming apparent with the Air
15 Force as well, and so they had a fairly large program
16 with the Air Force and the Army. I don't know what
17 happened, but at some point MEDCOM asked Mobile
18 District to come on line with also indefinite-delivery
19 type contracts. In the meantime, in parallel, some
20 folks from the headquarters of MEDCOM came to Fort
21 Worth and asked us to do this Medical Job Order
22 Contract and so we came into existence because of that
23 request. So they're the three main teams: Huntsville,
24 Mobile and Fort Worth. And I'm sure some of you that
25 have been working in this area know who they are.

1 Okay. I talked about when we were
2 established, et cetera. So let me move on.

3 This is the structure of my little team.
4 We have grown to six engineers at one time under me,
5 but we've shrunk again, the workload has been kind of
6 shrinking, and so we grow and shrink. I have an
7 administrative assistant, procurement tech and three
8 different disciplined project engineers just to carry
9 us through.

10 This is our mission, as I see it:

11 "Execute and manage Medical Job Order
12 Contracts to provide efficient and expeditious
13 execution of engineering repair, alterations, and minor
14 construction at U.S. Army Medical Command installations
15 and medical facilities throughout the MEDCOM North
16 Atlantic, Southeast, Great Plains, Western and Pacific
17 regions, including Puerto Rico, Alaska and Hawaii."

18 Now, there are other MEDCOM support
19 teams. Huntsville and Mobile have worldwide spans on
20 some of their contracts. We just take care of these
21 very specific locations, which is mostly nationwide.

22 Did I say Puerto Rico? That, too.

23 And so here is the vision.

24 Simple: "Delight our customers in all we do and become
25 their provider of choice."

1 So it's whatever it takes to make it
2 happen and make it right. And that's what we are
3 looking for in our contractors, to be the
4 do-what-it-takes kind of contract and hopefully make
5 our clients really very happy.

6 This is a hard slide to look at because
7 you can't tell what's going on. But I felt that I
8 needed to pull together all the organizations that we
9 have to deal with just to give an idea of some of the
10 complexity in this program. It's kind of a shared
11 responsibility type program and all the power doesn't
12 reside in one place as with maybe an installation DPW.
13 They kind of control their -- the whole thing. They've
14 got funds, they've got the contracting authority, et
15 cetera.

16 That's at the Department of Army level.
17 We have the installations that are non-MEDCOM
18 installations. MEDCOM has three installations: Fort
19 Sam Houston in San Antonio, Texas; Walter Reed in
20 Washington, D.C.; and Fort Detrick in Maryland. And so
21 this doesn't include those. And under that I show
22 DPWs, and with a darker box around it there's going to
23 be some interplay with those DPWs at the installation
24 level and I'll talk to those things in a minute.

25 This is MEDCOM under the Secretary of

1 the Army. And this right here is the Army Corps of
2 Engineers, our Chief of Engineers in Washington, D.C.
3 So here's the Surgeon General, Chief of Engineers, and
4 then all the installation generals, and then under them
5 fall out the functional elements that we typically
6 might have to deal with.

7 So under the Army Medical Command, you
8 have the -- what is that? I have to look. Yeah.
9 That's it. Yeah. Assistant Secretary Deputy Chief of
10 Staff for fort sustainment, so he's another general.
11 So that's another general officer right here. And
12 under that is the Assistant Chief of Staff for
13 Installations, Facility, Management and Environment and
14 that's Colonel Becker; if you have heard his name, he's
15 the guy that controls policy for facilities and he
16 controls dollars to a certain extent. You have fund
17 streams that come from about ten different locations,
18 and the installations, for instance, can fund projects.
19 These installations can fund projects.

20 Now, this right here is the Regional
21 Medical Command and Installations and they can fund
22 projects directly, and here are the medical treatment
23 facilities. These guys in red are the guys we are here
24 to serve. And so basically the funds flow down through
25 Col. Becker to Maj. Coger who has another gentleman by

1 the name of Greg Christensen who is a program manager
2 that actually divvies out the funds to Regional Medical
3 Commands and to the installations that MEDCOM owns, who
4 then fund the requirements for their facilities. And
5 this is who we will be dealing with most directly but
6 we may have interface with these guys up here. And the
7 contractor pool is out here somewhere. But the funds
8 will always flow up, back up, it will come through the
9 Surgeon General through these chains, but he doesn't
10 fund these guys directly. It will go this way, back
11 up, and then down.

12 Same thing with -- well, a little bit
13 different here. We've got funds going to the
14 installations from the Department of Army through the
15 major commands.

16 Let's see. Right here, this leg right
17 here is another command under the Medical Command.
18 What do they call that one? It's the Medical Research
19 and Materiel Command, and under them is the Health
20 Facility Planning Agency. They are the guys that kind
21 of execute, watch over the execution of these different
22 programs that the different medical facility teams like
23 our team here in Fort Worth and Huntsville and Mobile.
24 This is a Lt. Col. Carmel that is the head of the HFPA.
25 I think he will be leaving fairly shortly. He has been

1 promoted or is promotable to a Colonel. We're not sure
2 where he's going to go.

3 Under him are a couple of branches that
4 have more branches than these two, but these are the
5 ones that we typically work with, and more strongly
6 with this branch, which is the integration branch,
7 under a gentleman by the name of Nathan Schaum.

8 There is a construction branch headed by
9 a gentleman by the name of Seth Wilson, but he takes
10 care of the MILCON type work whereas Nathan is
11 sustainment and modernization, which is not necessarily
12 building a new facility, medical facility, but gutting
13 the thing and changing it. They have had other terms,
14 "renewal" being one of them.

15 Under Nathan, there are these roving
16 representatives. He has about three of them that go
17 around the country and they've got these integrators at
18 different posts, and this guy right here, Seth Wilson,
19 has got these project officers, and so they've got a
20 lot of technical staff under them to help watch over
21 the execution of the projects. But they really are not
22 necessarily the executors. They use us as the
23 executors, so we kind of have a dotted line to the
24 Corps.

25 And at this level, this is us. MEDCOM

1 Support Team Fort Worth; and John Rodgers, the
2 Contracting Officer and myself are the point people on
3 the program here in Fort Worth.

4 So here's our Commanding General. We
5 have South Atlantic Division in Atlanta, we have
6 Huntsville Center in Huntsville, Alabama, and we have
7 Southwest Division in Dallas. And the MEDCOM Support
8 Team comes out of that division in Mobile, and
9 Huntsville of course in Huntsville.

10 Then we have at our district level, Col.
11 Wells is our Commander, and under Col. Wells is the
12 Chief of Project Program, Med Project Management, which
13 is Mr. Mike Mossick. And then Mr. Tommy Kidd, who is
14 my boss that sits back there, is the Chief of Military
15 Branch, and we have our little team that I showed you
16 before, which I head, and sits under Tommy Kidd.

17 And on the other side we have the
18 Contracting Division which is headed by Ms. Maureen
19 Taylor, Ms. Joan LoRe is the Chief of the Construction
20 Contracts Branch, and John Rodgers falls under her, and
21 Frank Wilson as Contract Specialist for this
22 solicitation.

23 I think, Frank, once the solicitation is
24 finished, we have awarded, you will kind of be out of
25 the picture again.

1 MR. WILSON: Right.

2 MR. KHATENA: So basically our interface
3 is going to be more directly contractors as well to the
4 medical facilities and to ourselves here, unlikely to
5 make any interface with these, Maj. Coger, although he
6 is the gentleman that chairs the Contract Advisory
7 Committee for the Army Medical Command and we have
8 quarterly meetings on that, so that is at the line item
9 reviews. We also have, in conjunction with that, that
10 project, line item reviews, and so he is typically
11 there and one would get to meet with him, but usually
12 not.

13 And so basically projects may be
14 approved by MEDCOM and even funded; however, the DPWs,
15 whether it's a MEDCOM DPW or another installation DPW,
16 you have the facilities, medical facilities staff that
17 has their own funding, then even the medical
18 installations have their own funding except for on the
19 medical facilities staff and so that installation can
20 also send money down to get work done on the
21 installations as well.

22 But, as well, approvals have to come
23 also from the DPWs and they are the classifying
24 authorities. So even though MEDCOM may want to do
25 something and use us through their facilities -- or

1 usually it's not MEDCOM deciding who they want to use,
 2 it's the medical treatment facilities. Do bear that in
 3 mind. That's who is making the decision who gets used,
 4 not MEDCOM. They will request the funds through their
 5 Regional Medical Command. There is a board of
 6 directors meeting held quarterly to determine what
 7 projects at different levels get funded. At the
 8 medical treatment facility level, that is not a center,
 9 they have only up to \$25,000 authority. Okay? So at
 10 the center level, at the Regional Medical Command - is
 11 typically at a Medical Center - they have up to
 12 \$300,000 authority; there's been talk about going to
 13 \$500,000 without going to MEDCOM for permission. So a
 14 treatment facility could have an up-to-\$300,000-
 15 project; however, they will, if it's over 25,000, they
 16 have to go to the Regional Medical Command to get
 17 approval and funding. Then MEDCOM is anything over
 18 300,000. Once it goes over 300,000, that takes in this
 19 gentleman, Mr. Seth Wilson. He watches over those more
 20 closely, although these two gentlemen, Nathan Schaum
 21 and myself and Seth Wilson work pretty close together
 22 and Nathan is typically our interface to the MEDCOM on
 23 facility matters.

24 Okay, now, also up here the MEDCOM has
 25 other major commands -- not major commands.

1 Subcommands under them. They also have funds and also
2 have facilities, and it's not the Army Medical Command
3 Chief Assistant, Chief of Staff of Facilities,
4 Installations and Facility Management. You have the
5 Research Command. There are all kinds of research
6 stuff, and they also fund, and so it goes on and on.
7 And so about ten different fund streams. But the
8 lion's share of the work that we're going to do on
9 hospitals and medical treatment facilities is going to
10 come from Col. Becker. You have the Army medical
11 schools, the MS schools command. They have a whole
12 separate fund stream for their projects, too.

13 I think I'm done with organizations.
14 Any questions on that? I probably went a little longer
15 than I intended.

16 Here are the regions. Our contract
17 covers a little bit of the Pacific region - only Hawaii
18 - but nothing out there in Southeast Asia. Only
19 Hawaii. Then we have the Western Region, the Great
20 Plains Region. That is the west contract. That's the
21 line for the west contract. In Section J, one of the
22 attachments has a dark black, bold black right in
23 through there and that's the west side. And then you
24 have the North Atlantic Region and the Southeast
25 Region, which includes Puerto Rico in their region, and

1 Europe, which we don't have any business in Europe at
2 all.

3 The stars represent where we've had
4 work, these kind of brownish stars and red stars. The
5 other stars are offices; they are green, blue, and
6 gray. MEDCOM Headquarters is really split between Fort
7 Sam Houston and up in Falls Church, Virginia. Lt. Col.
8 Carmel -- let me go back one slide. This gentleman
9 that sits here is also the deputy right here to Col.
10 Becker, which is the Deputy Assistant to the Assistant
11 Chief of Staff for Installations and Environmental
12 Facility Management. So that's where the link comes in
13 between the two. But however, he's in Falls Church,
14 Virginia, whereas Col. Becker is in Fort Sam Houston.
15 And the Surgeon General maintains two offices: half
16 the week he's in D.C. and half the week he's in Fort
17 Sam, plus other places; I'm sure he goes all over the
18 place.

19 All right. I went a little too fast
20 there. Or maybe not fast enough. These blue are the
21 Corps offices, the three MEDCOM Support Team offices.
22 We have a center of expertise over here that is
23 typically from MILCON projects, but we have also a lot
24 of support being given to Tripler Army Medical Center
25 from our Pacific Ocean Division. And what else? HFPA,

1 this is Integration Branch Acquisition Manager who
2 works for Mr. Nathan Schaum whose name is Glastone
3 Hall, and he is supposed to be my direct interface, but
4 he's been recently sick with chemotherapy treatments
5 and stuff like that so I have been dealing with Nathan
6 more often than with Glastone. But his office is in
7 Mobile, though he works for HFPA. And there is one
8 other MEDCOM Support Team that's not with the Corps.
9 It's the MEDCOM Contracting Center, and they also have
10 facility-type contracts as well. And I tell you all
11 this to just let you know that the facilities have an
12 open door to any tool that they wish to use to get
13 their work done. So they are the ones that make the
14 decision, and it depends on how quickly the work can
15 get done and how -- what the quality is like and the
16 cost. I mean, they're looking at all these things and
17 they are going to make those business decisions, so --
18 and these are work locations that I am showing you and
19 just going to make sure that it's serviced by a current
20 contract, only what we've done under a current
21 contract. As a matter of fact, we did a little bit of
22 work at Travis Air Force Base on an emergent basis, as
23 well, but it's not going to be typical of our contract
24 to do Air Force work. I think we did about \$600,000
25 worth of work one year. It came at the end of the

1 fiscal year. So things like that can happen, but it's
2 not going to be expected, so I want you to know we're
3 strictly Army medical facilities and installations
4 only.

5 Okay. That's again to say that we are
6 not in the Far East, we're in Hawaii, our contract
7 covers Hawaii only. But it does show you there is a
8 Medical Center, the red star is a Medical Center. And
9 I am going to show you the web site links and I have it
10 on the handout that you can go to and get more
11 information from the Army medical side - okay? - and do
12 your own research. We have had no business in the
13 Pacific Region. Certainly we will like to do a little
14 better that way. And it has to do with their fear of
15 the cumbersome, what they think might be too cumbersome
16 to work with, and we can talk about that a little bit
17 more in a moment.

18 Frank, I've probably taken a much longer
19 time than we anticipated. All right.

20 Western Region has three facilities, the
21 main one being at Fort Lewis, which is a Medical
22 Center. There's Fort Wayne Wright. And this one over
23 here is Fort Irwin. We've done work at Monterey in
24 California, as well. They've got other clinics outside
25 of installations that we also do work with.

1 MR. RODGERS: What's the number B, now?

2 MR. KHATENA: It's tied to the notes in
3 the web page. It just didn't copy up. And each link
4 you can go in the web page and go directly to those
5 hospital sites and you can see what they're doing and
6 stuff but, you know, it may take more effort than it's
7 worth and then maybe not.

8 Here is where we currently stand on the
9 statistics on what we have done in the current
10 contract. All right? So take a look at these. Fort
11 Irwin, Fort Lewis, Monterey, Fort Wayne Wright. You
12 will notice that in all cases where the Regional
13 Medical Commands are, and for our use they're in --
14 there are only four for our practical purposes unless
15 we do work in Hawaii, which Tripler would be one of
16 them, you will find that more work is being done there
17 than anywhere else. So those are your points of
18 concentrated activity. Not to say that you're not
19 going to have others that will have spikes here and
20 there, but typically that's where most of the money
21 that we see or projects come from.

22 26 projects from the region, almost five
23 and a half million dollars over almost five years. The
24 first year was not a good year. Okay? And so you will
25 know, there were a lot of start-up problems, politics

1 and all that kind of stuff. We don't anticipate that
2 in this next one.

3 Great Plains Region, lots more
4 facilities you notice from the Western and the Pacific
5 Region. So we can go on to what it looks like, and
6 that red star is the Brooke Army Medical Center in Fort
7 Sam Houston. And you will notice at Fort Sam Houston
8 where the Regional Medical Command is, lion's share of
9 the projects, again, percentage-wise, although we have
10 other work ongoing elsewhere at Fort Hood, but see,
11 we're not doing any work at William Beaumont. Very
12 demanding individual over there. Very hard. He wants
13 folks at his beck and call and stuff like that, so we
14 needed to get entrenched first. So we felt that we'd
15 be better served to do the ones that are a little
16 easier to do and when we prove ourselves maybe we can
17 do something better for him, especially under the new
18 contract because it has some bells and whistles that
19 our existing one doesn't.

20 Southeast Region, this is at Eisenhower
21 Army Medical Center and Fort Gordon, Georgia. We
22 basically are not getting work from them now; although
23 we started off, they're developing their own regional
24 tools for their own folks. They feel that they wanted
25 to experiment and convinced MEDCOM to let them go out

1 and contract on their own for others and because they
2 felt that these tools nationwide are a little bit more
3 expensive than they'd like and a little out of their
4 reach, you know, in terms of control. So they are
5 experimenting with that. So I'm not saying that no
6 work will come out of them, but you will need to plan
7 for it. Who knows what may change. But I'm just kind
8 of letting you know where things stand.

9 Fort Benning Georgia, we've got current
10 work going on in there. Fort Campbell, Jackson and
11 Rucker, that was work from two years ago, 1.3 million
12 there. I hope you-all noted what the bottom line was
13 with the -- these Great Plains Region. North Atlantic
14 Region, lots of facilities, and that's Walter Reed Army
15 Medical Center plus the installation itself located in
16 D.C. and they just started working with us about a year
17 ago. They didn't have a facility manager, the DPW was
18 working their facilities and the DPW didn't want to use
19 any tools outside of their own. And the Commanding
20 General I guess was able to convince - I don't know
21 how, why the DPW had so much control or whatever - but
22 at some point the Commanding General wrote a letter
23 demarcating the policy that the facility, hospital,
24 will be able to go out and get work themselves. So we
25 started doing business with them just in a year's time

1 and so here at Walter Reed we're doing 2.6 million.
2 Fort Detrick has really come on with us. They are an
3 installation in MEDCOM and the DPW has been working
4 with us and they have decided they like working with
5 us, that they get more action from us than their own
6 directing the contracting, so they've turned around to
7 work with us more readily. So the first couple of
8 years, we didn't see much action from them. It's only
9 been in the last three. Ten million in the North
10 Atlantic Region. And I'm about done here.

11 One thing I want to do, you do have it
12 on your -- I forgot I had taken the disk out to add the
13 links on there. I did this presentation last night and
14 I had forgotten when I turned off the computer late, so
15 let's go back to -- can you read the links in that
16 small little ...

17 MR. WILSON: I will have Al give me that
18 floppy and I will put all these slides in the minutes
19 package that will go on the web.

20 MR. KHATENA: This is the same slides.
21 I meant to throw the floppy on when I came in and
22 forgot all about it. There they are. I'll leave that
23 up.

24 Mr. Bobbie Williams is here also to
25 field questions for the audio-visual portion of or the

1 video portion, so do you want to do your thing first
2 and then Bobbie?

3 MR. WILSON: Keeping us on schedule.
4 See, the government wants to be efficient and on
5 schedule.

6 I am going to tell you some of our
7 procedures on how the selection will be done and then I
8 will get into actual discussion on the solicitation
9 package itself. I'll leave that up while I'm doing the
10 procedures.

11 Needless to say, when your proposals are
12 received, we will have a selection board already
13 established, which will consist of Fort Worth District
14 personnel and MEDCOM personnel. After receipt of
15 proposals, there will be basically two reviews. There
16 will be a compliance review, which is what I'll do up
17 front, day one, to ensure that all the forms and
18 certificates have been completed, to make sure that any
19 data isn't missing such as bid bonds, a signed 1442 or
20 acknowledgment of the amendments. After I've done
21 that, you know, if things are missing, if you-all leave
22 out the signed 1442 or don't provide a bond or give us
23 the necessary documentation we have asked for, that is
24 not a reason at this point to eliminate you. There
25 will still be a technical evaluation, you will be

1 evaluated just like any other contractors. But here is
2 the hitch:

3 If we don't go to discussions and we
4 want to make an award after that technical review, if
5 you did not pass the compliance, you're eliminated.
6 You could be the high tech low price, but if KO decides
7 I've got a contractor that can do the job at a
8 reasonable price, the KO can make a determination this
9 is the best value, make the award and you would be
10 eliminated because you didn't meet compliance. But if
11 we do go into discussions, we will allow you to correct
12 those issues.

13 Now, during the technical review, all
14 board members will individually review. Then once they
15 have done that, then they will discuss amongst
16 themselves what they saw and how they looked at the
17 proposal. One might make a comment, "Well, they didn't
18 have this," where another one will say, "Yeah, they
19 did, it's on page so-and-so," and then they can discuss
20 it and then as a group they will rate your proposal.

21 Now, the price and cost will be a
22 separate evaluation. It will not be rated. It will
23 only be evaluated for reasonableness of price and
24 realism and affordability. And this is all required by
25 the FAR Part 31.

1 Subcontracting plan will also be
2 reviewed. It will not be rated. It will only be
3 evaluated per and scored according to the AFARs 19.7,
4 Appendix CC. And here again, subcontracting plan is
5 for large business only.

6 Now, in Section L, Paragraph L.2, Basis
7 of Award, it states: The government will award a firm
8 fixed price contract to that responsible offer whose
9 proposal conforming to the solicitation is fair and
10 reasonable and has been determined to be most
11 advantageous to the government. Quality, comprising of
12 technical approach and personal and performance
13 capability and factors. Price and other factors
14 considered.

15 It also states: The government reserves
16 the right to accept other than the lowest price offered
17 and they also -- another paragraph in the clause also
18 says: Offers are reminded to include their best
19 technical and price terms in their initial offer and
20 not to automatically assume that they will have an
21 opportunity to partake in discussions or be asked to
22 submit a revised offer. The government may make an
23 award to a conforming proposal without decision if
24 deemed to be within the best interest of the
25 government.

1 So please give us your best shot the
2 first time because it might be the only time.

3 Any questions to that procedure?

4 Now, let me swap floppies. There.
5 Golly, that looks familiar. Anybody seen that or heard
6 that? That will also be in the package of your
7 minutes.

8 Okay. Section A, which is the 1442, I'm
9 just going to hit highlights. I'm not going to sit
10 here and go through, needless to say, this whole
11 package or we will not have time for anything else.

12 The guaranteed minimum for the base
13 period is \$800,000 per contract because our intent is
14 two separate contracts.

15 MR. KHATENA: 80. 80,000.

16 MR. WILSON: 80,000. 80,000. Our
17 intent is two different contracts. The anticipated
18 amount per period is \$4 million a year per contract, or
19 per period, for a total not to exceed amount of 20
20 million per contract for the life of the contract.

21 Section B, which is for supplies and
22 services, mainly the bid schedule, there's two bid
23 schedules. You must bid the complete region to be
24 considered. You don't have to bid both regions. We
25 fully understand you might not be interested in

1 crossing to the other side of the country, but you must
2 complete that full region's bid schedule. Also
3 Paragraph B.2 is important because there are two issues
4 in there because we are asking for price for work plan
5 or a coefficient for work plan and also a coefficient
6 for construction; and we're just telling you, make sure
7 that when you do a coefficient for the work plan, do
8 not include any of the overhead costs and such that
9 relate to construction. And also on the construction
10 one, make sure you don't put any of the related costs
11 associated to the work plan within the coefficient of
12 the construction. We want them completely and totally
13 separate and independent of each other.

14 Also Paragraph B.3, that's just showing
15 you what the breakout of the states are between the two
16 regions.

17 For the options, Paragraph B.4 is --
18 what we want you to understand is we will not be
19 awarding options early. An option will be -- or period
20 will be for the full 12 months. It is our estimated
21 4 million a year, but if we do 8 million the first year
22 does not mean we will award option 1 early. You will
23 do 8 million the first year. Then we will award
24 option 2 which will be the change of the coefficient.
25 So each period will stand alone, but we have the right

1 to do nothing in the first year or do it all in the
2 second or we can do it all in the first year and never
3 award any options.

4 Also B.5, this is the area cost factor
5 index. And, Al, can you explain that one to them?
6 That's more your area.

7 MR. KHATENA: Yes.

8 Basically the Unit Price Book has been
9 sent to Fort Lewis, and the area cost factor index is a
10 balancing factor across the nation by location and you
11 will find those locations in Section J. And basically
12 this is applied on top of the coefficient. It may be
13 an additive, it may be a reduction, or it may not be at
14 all. If it's a 1, that means there's no additional or
15 deductive price to the Unit Price Book. It is equal.
16 If it's -- and it's basically a multiplier.

17 Who hasn't seen that in Section J yet?

18 MR. WILSON: Okay. Thank you, Al.

19 Also on Section B, Paragraph B.8,
20 Performance and Payment Bonds. Those are now 100
21 percent part of your coefficient. They are not
22 separate. They are to be built into your coefficient.
23 There will be no additional adjustments for performance
24 and payment bonds as an individual item.

25 Paragraph B.9, Adjustment to the Unit

1 Price for Option Years. We will do an economic
2 adjustment each year, so therefore you are just bidding
3 your coefficient for the base year and then as each
4 option comes up we will use the economic price
5 adjustment which is in this section.

6 Section C, which is the description
7 Specification/Work Statement, C.1 Medical Treatment
8 Facilities, that's basically just a listing of some of
9 the facilities like 420 clinics which ended up having
10 to add three more volumes to this to list them all and
11 their locations. Right now the reason you don't have
12 wage determination is our labor people are pulling
13 their hair out trying to get all the labor rates for
14 all these locations.

15 MR. KHATENA: Let me just kind of
16 qualify the thing about the clinics. They are
17 typically located on the installations. There may be
18 some outlying clinics, but most of them are at the
19 installation level. So wage determinations to capture
20 the installation will likely capture most of the
21 clinics.

22 MR. WILSON: Section D, we are not going
23 to go into great detail because it's not there. Never
24 will be.

25 Any questions on Section D?

1 Section E. Inspection and Acceptance.

2 There's really nothing in there. It's just standard
3 clauses so I didn't feel like there was anything to
4 highlight or to discuss.

5 Section F, Delivery and Performance.

6 Paragraph F.5, the Performance, I felt like that was
7 sort of pertinent. This also goes into the
8 explanation, the contract also provides for four option
9 periods not to exceed a total of 60 months. This is
10 the base and all four options. They are to be
11 exercised at the discretion of the government. Should
12 the estimated maximum base contract amount or option
13 contract amount be reached prior to the completion of
14 the base period and/or option period, the government
15 reserves a right to exceed the estimated amount and
16 proceed on; however, the government will not exceed the
17 total amount of the 20,000,000 for each contract, as I
18 had already explained. So we cannot issue task orders
19 over the 20,000,000, but once the contract has met the
20 maximum, whether it's in the first year, second, third
21 or fourth or when it expires, the task orders
22 themselves require modifications that are within scope
23 and are necessary, we do have the right to exceed the
24 20,000,000 at that point, but here again that's got to
25 be a realistic amount. We're not going to issue mods

1 for another task order for another 20,000,000 worth of
2 work. Just, you know, within limit.

3 Section G, Contract Administration,
4 there's really nothing there that is necessary to
5 highlight or explain.

6 Section H, Special Contract
7 Requirements, Paragraph H.5 is necessary -- needless to
8 say the minimum contract value, which also is
9 discussing the guaranteed minimum of 80,000 in the base
10 year, 40,000 in the option periods and that the
11 contract won't exceed 20,000,000. We want to make sure
12 we get that into you.

13 Section I is just plain old FAR clauses
14 which are extremely interesting to read AT bedtime;
15 take it home, it's just very enlightening. I highly
16 recommend it. I carry mine everywhere I go. Keeps me
17 awake.

18 Section J, Attachments. This is a
19 relatively important section. Needless to say,
20 Attachment 5 is the area cost factor index. Right now
21 I discovered last night while doing these slides in my
22 spare time that, needless to say, the attachment
23 numbers are wrong. It's supposed to be Section -- I
24 mean Attachment 5, and unfortunately -- did we miss
25 one? Attachment 3 is supposed to be Attachment 4 which

1 is the map, which Al already showed you that.
 2 Attachment 5 says it's Attachment 4. But it's easy to
 3 figure out. I'll just do on an amendment, make minor
 4 changes to correct that. But that's listing all the
 5 states and the area factors.

6 Chapters -- chapters -- or Attachment
 7 Number 7 is we're going to include for the first time
 8 the JOC Guide into the solicitation and it will become
 9 part of the contract, so that's the most current JOC
 10 Guide that we have available.

11 Attachments 8, 9 and 10 is the video
 12 requirements. Needless to say we have some questions
 13 that we've already had written in and we might get some
 14 more and we have hopefully somebody who can answer them
 15 because I know I can't.

16 And Attachment Number 11 is the wage
 17 determination. Here again, they're working on it. And
 18 as soon as they are available, an amendment will be
 19 issued. Hopefully it won't be the Amendment Number 15
 20 I told you that was going to be issued the day before
 21 proposals are due.

22 And also Attachment Number 12, the
 23 Affirmative Action Plan. That is part of the wage
 24 determination and that's not available yet either.

25 Section K is the reps and certs. That

1 is just the standard reps and certs that are in
2 virtually every solicitation package we do. Just make
3 sure you fill it in, put in the right information and
4 provide that up front the day of proposal due.

5 Section L, which shouldn't be any
6 problem, we haven't had any questions at all on
7 Section L or M so ... Section L, I'll just highlight
8 some important stuff. L.5, Subcontracting Plan, is
9 just telling you, make sure you -- it highlights the --
10 what you need to try to meet for subcontracting, the
11 percentages for small, small disadvantaged,
12 woman-owned, American Vet, historically black colleges
13 and hub zones. Just make sure you review that and meet
14 the district goals for that.

15 L.13, Pre-proposal Conference, make sure
16 you check that out and try to attend.

17 L.36, Required Central Contractor
18 Registration. That is a killer. You need to do that.
19 If you don't do that and we don't go to discussion,
20 that is one of the areas that we can -- we'll have to
21 eliminate you for.

22 Page L.14 is a Proposal Submission
23 Requirements and Instructions. Basically that's
24 telling you where to submit. And L.38 is the
25 Directions for Submittals where you're either going to

1 hand-carry them or mail them to ensure they get here on
2 time.

3 L.39 is Proposal Submission Instructions
4 which basically is outlining exactly how you are -- you
5 know, the paper size, the volume sizes and what's
6 required in each volume, that those are key issues. We
7 want you to submit basically as much humanly possibly
8 in the order we had requested you to submit it because
9 it makes it a lot easier for the evaluators to sit down
10 and just go one page at a time against the
11 solicitation, performance here, capabilities here.
12 Just keep it in that order and it makes it a lot easier
13 for our reviewers.

14 L.40 is the Technical Proposal and Past
15 Performance. Here it gives you the information you
16 need in order to submit us the data we need to make a
17 technical evaluation.

18 L.41 is your Price Proposal and that is
19 strictly the bid schedule, performance and payment
20 bonds, the backup paperwork showing how you came up
21 with your coefficient.

22 And then L.42 is Subcontracting Plan,
23 telling you that, just a separate volume.

24 Section M is Evaluation Factors. This
25 is basically just several regular clauses. It's also

1 telling you, giving you information on how the
2 proposals will be evaluated and their ranking of
3 importance.

4 That is the solicitation. See. We're
5 even ahead of schedule.

6 All right. Would everybody like to take
7 a leg-stretching break? We have a break room down
8 the -- past the -- or not past the electronic guard but
9 when you go over on this side of the building there
10 will be a guard and right there is a set of glass doors
11 to his right. Go through them and the door, first door
12 on the left is a coffee shop, a break room where you
13 can get snacks, something to eat, drinks, and I don't
14 recommend it but straight down this hall dead-end in
15 the corner next to the uprise elevators is the
16 restrooms. I don't recommend those. I would suggest
17 maybe going up one flight of stairs and using the
18 restrooms up there.

19 10-minute break? No telling what this
20 clock will say when you get back.

21 (Break from 10:59 until 11:11)

22 MR. WILSON: Since everyone's here, you
23 took a longer than 10-minute break, almost 30 to
24 40-minute break. We'll get this over with.

25 We're going into question-and-answer

1 period. I've got some questions that have been faxed
2 in. I am going to read them, give answers. Some of
3 them we don't have answers and we will try to answer
4 them as best we can with Al's help, and then the ones
5 we can't answer will be answered when this is put out
6 on the web with questions and answers.

7 MR. GATLIN: So all of these will be on
8 the web anyway.

9 MR. WILSON: All of these questions and
10 answers will be transcribed right now as we're going,
11 they will be on the web, they will be part of the
12 minutes.

13 Here again, questions that we answer, if
14 it doesn't result in a change by amendment is just an
15 answer. Some of these will result in amendment
16 changes. But none of these answers have any weight or
17 value to the solicitation unless we make an amendment.
18 And hopefully we're not going to leave anything out. I
19 mean, the intent is that if it's something that is
20 connected, we will put it in.

21 First question --

22 MR. KHATENA: Frank, may I interrupt?

23 MR. WILSON: Yes.

24 MR. KHATENA: I guess John had brought
25 up a point that you wanted about the A 8-A in Fort

1 Lewis.

2 MR. RODGERS: Yeah. When Al was talking
3 about the MEDCOM program and then we went -- he went
4 through the different regions and you saw how we had
5 the Northwest Region in Fort Lewis, and, as you know,
6 if you have been on our web site we have an 8-A
7 contract which is part of our acquisition plan. In
8 order to get an unrestricted regional MEDCOM JOC
9 contracts out on the street, we had to promise to do an
10 8-A contract at Fort Lewis. And so that 8-A contract
11 will follow along and it's going to be a 3.5 million
12 dollar over five years contract. So you see a lot of
13 work up there at Fort Lewis. While we have two -- any
14 time you have competing contracts, IDIQ contracts, you
15 know, the government can make a decision as to which
16 vehicle to use. We're not going to sit there with a
17 hollow contract if we have a good contractor, and we
18 believe we have some good contractors up there in the
19 8-A community so we will be pursuing 8-A contract at
20 Fort Lewis to work at Fort Lewis. So I just want you
21 to be aware of that when you are making your
22 calculations as far as where work is going to be
23 performed.

24 MR. KHATENA: Let me make mention of the
25 time period that, you know, I did say something to the

1 effect that not much happened in the first year, so we
2 are looking at about -- those figures that you have
3 seen up there reflect mostly about a three-and-a-half
4 year time period of real activity. So we missed out on
5 some of the first year and a half of activity, so you
6 can imagine some of that replacing the numbers to move
7 up if in fact a program -- I guess the funding streams
8 remain the same. Nothing remains constant, right, we
9 can't tell. There's risk involved.

10 Also we are doing project work that
11 under the existing contract has a minimum \$25,000, so
12 that's been kind of the floor. The new solicitation
13 which will become a contract as that floor doesn't
14 exist anymore except for the Davis-Bacon rules kick in
15 at \$2,000, so basically \$2,000 is the floor and
16 depending on how you propose based on workload and --
17 there's other fund streams for the smaller work at the
18 facilities that we didn't see, and typically each large
19 hospital such as the one at Fort Hood and more so at
20 the Medical Centers have -- they spend around 8 to --
21 to 10, \$15 million worth of still construction work but
22 it's smaller work. It's your other typical kind of JOC
23 work on-site. The far flung business becomes a bit
24 more difficult, more risky. But just to give you an
25 idea of still -- and the intent is to have more

1 activity at all these facilities and take on those
2 other smaller projects, and the idea is to make a
3 proposal on your teams on how you are going to do this
4 local work, regional work and for the corporate, and so
5 y'all have to come up with ideas and think outside the
6 box.

7 MR. WILSON: Okay. Question Number 1:
8 Is a full quality control plan required in this RFP?

9 MR. KHATENA: Yes. Oh. Wait. Wait,
10 wait. Do it again. Read that again.

11 MR. WILSON: Is a full quality control
12 plan required in this RFP?

13 MR. KHATENA: In the RFP, you -- it's --
14 not for the proposal, no. No. That will come
15 afterwards when the contract is awarded. So it's more
16 or less what is -- what is the intention of your
17 program, what is it that you are going to provide to
18 ensure that the quality control requirements of the
19 contract will be met. So it's more or less a
20 conceptual plan. And possibly, you know, also backup
21 information if you have it, what you're doing now, you
22 know, what you've been doing can be a part of that.

23 MR. WILSON: So I guess bottom line it's
24 more or less a plan of how you perceive you will
25 accomplish quality control. And then each task order

1 will have its own independent quality control plan
2 tailored to that task order.

3 MR. KHATENA: We will have basically the
4 mother of all quality control programs, all right, this
5 big umbrella program, and under that you are going to
6 have supplements to the program for each task order,
7 but the program will be the governing item.

8 MR. WILSON: Question Number 2: Are the
9 "quality control plan," the "subcontracting support
10 capability," and the "clarity of proposal and
11 suitability for inclusion in the contract" sections
12 considered part of the past performance volume? If
13 not, where should these items go? If so, will you
14 consider increasing the page limitation from 25 so as
15 to include this information?

16 Answer: Volume I consists of
17 "management ability," "quality control plan" and
18 "subcontracting support capability." Volume II
19 consists of "past performance" only. "Clarity of
20 proposal" is not a submission; it is an evaluation for
21 the clear and concise manner of your proposal for all
22 four volumes and this will be clarified by an
23 amendment.

24 Question Number 3: In Section L, Page
25 L-15, second paragraph it states: "Where any proposal

1 exceeds specified limit of one 3-inch binder, only data
2 presented in the first 3-inch binder will be
3 considered. Additional pages will not be considered
4 for evaluation." Does this mean the past performance
5 volume should be included in the first 3-inch binder,
6 with a tabbed section of "past performance"? Please
7 clarify if this is a separate binder or a tabbed
8 section within the technical proposal binder.

9 Answer: Past performance is a separate
10 Volume Number (II). Therefore, it does not count
11 towards the size limitation of the 3-inch binder for
12 Volume I. However, it will be evaluated and rated
13 along with and a part of Volume I. Just beware,
14 Volume II, past performance shall not have any data
15 that belongs in Volume I. If it does, that data will
16 not be considered nor rated.

17 This will be clarified by an amendment.

18 Question 4: Are appendix sections
19 allowable?

20 Answer: Any appendix will not be
21 considered nor rated.

22 We are only rating the data we are
23 asking for and pertains to what we are asking for. Any
24 additional data you want to put as an appendix, I'm not
25 telling you you can't do it, it just won't be rated.

1 It won't be evaluated. It has to be part of the
2 section we have asked for.

3 Number 5: Please verify that only the
4 price proposal and bid bond is considered Volume III,
5 and is to be submitted in an envelope.

6 Answer: Page L-15, Paragraph F, price
7 proposal, and G, bid bonds are Volume III and are to be
8 submitted separate from Volumes I and II.

9 Question: The subcontracting plan is
10 Volume IV. Should this volume be a separate binder, or
11 can this volume be added as an appendix to either the
12 technical proposal or the back of the past performance?

13 Answer: L-15, Paragraph H,
14 Subcontracting Plan, Volume IV, is a separate volume.
15 It should be submitted within the same envelope as
16 Volume III, or you may submit it separately. Do not
17 submit it with Volume I or II, because that takes away
18 from your size.

19 Question 7: Reference Section
20 L.39(A)(4) and L.39(F): The RFP requests an original
21 and one copy, or an original and three copies of the
22 elements within the price proposal in L-39(A)(4); but
23 the RFP requests an original and one copy of the entire
24 price proposal. Because the price proposal will be a
25 stand-alone document providing the same number of each

1 element within the price proposal is the only way to
2 providing complete copies.

3 Answer: An original and three copies.
4 This will be clarified by an amendment.

5 Question Number 8: Reference Section
6 L.40(E)(3): The past performance volume is limited to
7 25 pages. However, the RFP also requests copies of
8 performance evaluation documents associated with the
9 contracts in addition to past performance descriptions.
10 Will these evaluation forms be excluded from the page
11 limitation?

12 Answer: L.39(E)(3) states, quote:
13 "Maximum of 25 pages for the entire volume," end of
14 quote.

15 Do you agree?

16 Question Number 9: Reference Section
17 L.40(A) through L.40(D): Section L.40(A) and L.40(D)
18 refer to the technical proposal-management ability and
19 past performance sections of the proposal as Volumes I
20 and II respectively. Sections L.40(C) and L.40(D)
21 refer to the quality control and subcontracting support
22 sections of the proposal but do not assign them to a
23 volume. These elements would seemingly belong in
24 Volume(I). Is this correct, or would the government
25 prefer to receive two additional volumes to the

1 proposal?

2 Answer: I will repeat from Question
3 Number 2. Volume I consists of "management ability,"
4 "quality control plan," and "subcontracting support
5 capability." Volume II consists of "past performance"
6 only. "Clarity of proposal" is not a submission; it is
7 an evaluation for clear and concise manner of your
8 proposal for all four volumes. This will be clarified
9 by amendment.

10 Question Number 10, and not the final
11 question: Reference Section L.40(5)(B): In the RFP
12 section related to response time, the instructions
13 request that the offeror provide a "company resource
14 chart" with the number of personnel by discipline and a
15 "description of related experience (as stated in
16 Section C)." Does the government intend to receive a
17 description of past experience relevant to this scope
18 of work for all corporate personnel resources?
19 Because we have access to more than 7,500 corporate
20 employees, should this experience be referenced for key
21 personnel only?

22 MR. KHATENA: Yes. The key personnel on
23 the -- on the direct management team is what we are
24 looking for, but certainly we want to know that you in
25 fact have, back-up capabilities and support and where

1 they are, where they exist in the firm.

2 MR. WILSON: Question Number 11:
3 Reference Section L.40(B): Refers to providing an OSHA
4 Form 200. Our OSHA forms are 11-by-17 ledger paper.
5 Please indicate if this is an acceptable format to
6 submit within this response.

7 Answer: Reference Section L.39(A)
8 states "Proposals shall be submitted on 8 and a half by
9 11 paper with any fold-out sheets limited to 17
10 inches." So therefore the answer is yes.

11 Question 12: Is the coefficient to
12 include safety and barricades? If so, will there be a
13 minimum and maximum limit?

14 MR. KHATENA: Yes. The coefficient has
15 to cover, and I -- you know, you're going to have to
16 figure this one out, whatever the OSHA requirements,
17 you know, since we're talking about safety here, are.
18 Now, if in fact the government wants to go beyond what
19 the minimum OSHA requirements are, then certainly we do
20 need to pay for that. But you're -- it's like any
21 other rules and regulations and laws: Whatever is the
22 governing rules for the construction that applies, then
23 that's part of the coefficient. Anything else above
24 and beyond the minimum requirements that the government
25 is asking you for, beyond what the laws say, then we'll

1 have to price separately.

2 MR. WILSON: Question Number 14: Does
3 the coefficient cover all clean-up or just final wax
4 floor or polish chrome type of clean up?

5 MR. KHATENA: I think you want to go to
6 13 first.

7 MR. WILSON: Sorry. Go ahead and answer
8 14.

9 MR. KHATENA: What is it, does the
10 coefficient ... final wax floor ... all clean-up.
11 Well, that's -- that's kind of an open question here.
12 It depends on -- does the coefficient cover all
13 clean-up? The contractor is to always maintain a clean
14 site every day. When at the end of the day any
15 debris -- let's say at the end of the job any debris or
16 any kind of dirt or things that have been affected by
17 the construction and made them unclean by the
18 construction, then the contractor is responsible for
19 that clean-up. However, if there are other areas that
20 at the beginning of the job required cleaning such as
21 maybe windows and stuff like that, I don't know, you
22 know, specifically. We'll have to deal on a case
23 basis, then certainly we'll look at those things. We
24 don't intend you to clean up stuff that you didn't
25 mess.

1 MR. GATLIN: I didn't ask the question,
2 but I think one of the concerns there is that in
3 hospitals in particular they have their own
4 housekeeping services and they normally will do things
5 like doing the floors, and especially polishing floors
6 because they do them all in a certain way, certain
7 polishes, et cetera, et cetera, and that may be part of
8 the question. Because that goes beyond the normal
9 daily clean-up and the normal final clean-up.

10 MR. KHATENA: Well, if in fact the
11 floors have been marred by the construction -- well, it
12 really -- it really kind of depends. If in fact it's
13 in the construction area and the route of hauling back
14 and forth and that kind of stuff, so you want to leave
15 the place as, you know, clean as you found it before, I
16 suppose.

17 MR. GATLIN: That's normal. What I'm
18 talking about is I put a floor in and normally they
19 will not include the polishing of that floor in the
20 construction contract but keep it under the
21 housekeeping contract and the reason being is they do
22 it a certain way and I think that's what they're
23 talking about.

24 MR. KHATENA: Okay, well, if that's the
25 case, then we won't price -- then, you know, it's kind

1 of -- that's outside the coefficient. That's either
2 we're going to pay for the -- you know, if in fact the
3 installation of the floor requires a wax job by the
4 Unit Price Book - all right? - and if it's part of the
5 install cost and the facility says no, we don't want
6 you to do it, we're going to do it, if there's a way to
7 mitigate the difference, that's fine; if there's not a
8 way, then the facility just eats the cost.

9 I hope that was clear.

10 MR. GATLIN: Right answer.

11 MR. WILSON: The original Number 13
12 question: Is the marketing and training of new
13 facilities not presently familiar with or using a
14 MEDCOM/JOC program included in the coefficient?

15 MR. KHATENA: That's correct. The idea
16 is in terms of the program, we are asking for video
17 development of a video and brochure and that kind of
18 stuff, and the idea is to not only advise the
19 facilities of the new solicitation and what the
20 differences are, but also to bring on board other
21 potential clients to the -- into the program. And so,
22 yes, that's what it's intended to do. So it's all part
23 of the coefficient. Marketing is going to be inherent
24 in the management plan and part of the coefficient;
25 we're not going to pay extra for marketing, directly.

1 MR. WILSON: Question Number 15: On the
2 coefficient matrix, the solicitation shows a state
3 average, will the general contractor be required to use
4 that coefficient or individual city coefficient?

5 MR. KHATENA: Okay, yes, where there is
6 a location designated as not necessarily city, it's
7 also down to the installation level, then we will use
8 that installation or city level coefficient. If there
9 is not in existence a specific area, then we will
10 revert to the state level.

11 MR. WILSON: Question 16: Per the
12 solicitation, Page B5, referencing work that is
13 interrupted or restrictive, what will be used to adjust
14 the cost?

15 MR. KHATENA: Well, then typically we
16 will use the labor items within the Unit Price Book if
17 in fact we have agreed that, yes, it is restrictive
18 work, and we'll just have to figure out what the time
19 frame is that this restriction or interruption is
20 causing. Sometimes interruptions aren't necessarily
21 going to add cost to the entire job depending on what's
22 going on. There may be other work going that can be
23 done elsewhere. But I am looking at this interruption
24 as being one that work has stopped and you can't do any
25 more and so, yeah, we'll have to work out a cost for

1 that as it occurs. It will be used -- typically using
2 the Unit Price Book.

3 MR. CAMPBELL: You will be using
4 Section 1 for that.

5 MR. KHATENA: You are talking about the
6 special project.

7 MR. CAMPBELL: You have special project
8 procedures and all that.

9 MR. KHATENA: All that under that labor.
10 That's what we've been doing already. So I don't
11 see -- as long as it's something we agree to do, if
12 it's fair enough, then we've done it a few times.

13 MR. WILSON: Question Number 17: Per
14 the solicitation, Page C6, referencing test results to
15 be by certified lab, does this reference all testing?

16 MR. KHATENA: I'll have to get back to
17 you on that one. I'm not sure. I'll have to look
18 further about the testing itself. It appears to me
19 that the testing requirements already in the technical
20 specs and -- and if in fact there is formal testing to
21 be done, typically it's by a certified lab, but I am
22 going to defer this answer completely. We will have to
23 come up with a clarification on that.

24 MR. WILSON: Question Number 19: Will
25 an individual superintendent be required for each task

1 order or will one superintendent be allowed to oversee
2 numerous task orders at the same facility?

3 MR. KHATENA: Yes. It has to do with
4 span of control. So typically we'd like the
5 superintendent to be able to look at more than one
6 project, but we will have to evaluate it at the time
7 depending on the complexity of the job, the location,
8 what's going on, sensitivity factors. But it could in
9 fact be the case that on a particular task order there
10 is only one superintendent watching over that job and
11 you may have another superintendent watching over other
12 jobs in the same location. But we haven't held the
13 current contract that way in terms of when, at a
14 particular location, we have several jobs, we typically
15 allow that contractor to -- the superintendent to watch
16 over multiple task orders.

17 MR. WILSON: Question Number 20: Is all
18 testing required in special project procedures by
19 certified testing lab or by contractor installing said
20 item for proper operation only?

21 MR. KHATENA: I can't answer that. I'll
22 have to clarify. We'll clarify that as necessary.

23 MR. WILSON: Question Number 21: Are
24 dumpsters for all individual task orders considered
25 part of the coefficient?

1 MR. KHATENA: Is it listed in the
2 coefficient and is it listed in the special project
3 procedures? I'll have to get back to you with that
4 one. Certainly if it's not listed in either one, then
5 the intent is to pay for it separately. I'm not sure
6 what change has happened.

7 MR. CLARK: Clean-up, removal, hauling
8 of trash debris and rubbish seems fairly clear on the
9 construction side that it's there. I don't know. Is
10 it there now?

11 MR. KHATENA: Let me look at that. If
12 it needs a clarification, we'll get a clarification on
13 that.

14 MR. WILSON: Question Number 22: When
15 are testing costs in Section #10410 to be used?

16 MR. KHATENA: I expect that has to do
17 with special --

18 MR. WILSON: 1410 is environmental
19 protection.

20 MR. KHATENA: I'll have to get back to
21 you on that.

22 MR. WILSON: Question Number 23: Is an
23 individual job trailer required for each task order?

24 MR. KHATENA: Not necessarily. It goes
25 along with the superintendent span of control type of

16 I think that's good enough.

22 MR. KHATENA: I really don't understand
23 the question.

25 MR. KHATENA: Is this from anybody here?

1 MR. VILLAREAL: Yeah, that was mine, Al.

2 According to Section 1 that you were not
3 going to allow any excess, for example sheetrock across
4 windows and so forth, that's a question that always
5 comes up, you know.

6 MR. KHATENA: That's typical JOC. JOC
7 does not allow for excess. It's supposed to be
8 theoretically don't -- cut outs are cut outs and that's
9 it. We will just pay for the exact material.
10 Sometimes it's harder to do and we don't deal with
11 that, but I mean it's a large area. I mean we're
12 supposed to take out for every little diffuser and all
13 that kind of stuff. Sometimes we don't do that; it's
14 not necessary, I mean if it's not cost effective and
15 time effective. But, yeah, that's typical JOC.

16 MR. VILLAREAL: Because we can't use
17 those pieces. That's the hard part. Once you cut it
18 out, it's gone.

19 MR. KHATENA: You're right.

20 MR. VILLAREAL: But since it's a line
21 item proposal, you say you pay for 200 square feet,
22 that's what I buy, but I might not be able to do that
23 in 200 square feet.

24 MR. KHATENA: That's JOC. That is the
25 JOC rule.

1 MR. VILLAREAL: Okay.

2 MR. KHATENA: That's how JOC is
3 supposedly set up and the Unit Price Book is developed
4 theoretically in that -- along those lines.

5 MR. CAMPBELL: So Unit Price wouldn't
6 allow for any waste like Paynes does.

7 MR. KHATENA: We don't pay for waste on
8 the job theoretically.

9 MR. CAMPBELL: Theoretically.

10 MR. VILLAREAL: Theoretically.

11 MR. KHATENA: There's no way I can say
12 any more than that. I have to defer to the way the
13 program works with the Army at least. I can't talk
14 about any other service.

15 MR. WILSON: Question Number 25: When
16 are the minimum and maximum prices to be used for the
17 Unit Price Book?

18 MR. KHATENA: I think in the Unit Price
19 Book there is a note somewhere to the effect that
20 minimum and maximum prices will not be used. Okay. We
21 don't want to use those. They came with them and
22 there's a note in there we're not going to use them.
23 Okay. And that's more or less like a time and material
24 type thing and I just -- too hard to deal with.

25 MR. WILSON: Question Number 26: Are

1 all fasteners at the discretion of the contractor, as
2 they are a part of the coefficient?

3 MR. KHATENA: All fasteners need to be
4 applied according to code. So the contractor's
5 discretion will be governed by the code requirements.
6 So whatever is required, whatever the manufacturer
7 requirements are. This is a wide-open kind of deal.
8 The discretion of the contractor that is applying
9 properly, and yes. If not applying the fasteners
10 properly according to code, manufacturing requirements,
11 then no, not at whose discretion of the contractor.
12 It's by per the code, per the contract, per the specs.

13 MR. WILSON: Question Number 28:
14 Explain pattern match, exact measurement, no excess
15 allowance for wall and floor coverings.

16 MR. KHATENA: I don't know what that
17 pertains to, but it sounds to me like it's a Unit Price
18 Book note. I'll have to look into that one. Do you
19 know where that exists, please let me know. Is it a
20 question from somebody here?

21 MR. VILLAREAL: It's in Section 1 also.
22 Pattern match.

23 MR. KHATENA: Section 1 also. This is a
24 brand-new Unit Price Book that's just been developed.
25 It's got all kinds of stuff in there.

1 MR. VILLAREAL: It wasn't in the old.
2 That's why I brought it up. That goes back to the
3 question of excess. If you've got pattern match, you
4 can't pattern match if you can't buy -- if they repeat
5 every 18 inches or 24 inches, you have a lot of excess
6 every time -- yeah. And that goes right with those
7 other questions on the excess.

8 MR. KHATENA: Yeah. Yeah, if in fact
9 that's what it is, then, you know, that -- it's going
10 back to and trying to possibly clarify what the JOC
11 program is intended, is not to pay for excess.
12 Everything is exact no matter what it is and it's
13 all -- that's just the way things are done, but I
14 wasn't sure what that meant.

15 MR. VILLAREAL: So then it would be part
16 of the coefficient if there is a --

17 MR. KHATENA: Risk is always part of the
18 coefficient. We won't price it in the Price Book.

19 MR. GATLIN: That should make a
20 difference in how the line item reads, though, because
21 your line items are not necessarily set up as a certain
22 pattern type match situation. They're set up for the
23 standard situation which is let's say we take this
24 ceiling here, that's fine, but if I have to go in and
25 put a special pattern into that ceiling for any reason,

1 then that line item really doesn't govern that a
2 hundred percent. It governs it somewhat.

3 MR. KHATENA: Well, if you have an
4 existing ceiling or something you are putting in and
5 that doesn't have a special pattern and we want you to
6 put a special pattern, then we ought to pay for that
7 special pattern. But whatever is applied, we won't pay
8 for any excess.

9 MR. GATLIN: I understand.

10 MR. KHATENA: Any waste. But I will
11 look into that one. You said it was in Section 1?

12 MR. VILLAREAL: Yes, Section 1.

13 MR. CAMPBELL: What you face a lot of in
14 hospitals also is the carpet special pattern, you have
15 hallways and corridors all the time and this is
16 something that's constant in a hospital.

17 MR. KHATENA: We will pay for the extra
18 whatever, you know, if there is a -- even paint, if
19 there's a special highlight or an accent, we will pay
20 for that. But what we won't pay is the excess, the
21 waste. So it's up to y'all to be as careful as
22 possible, and my expectation is that waste is already a
23 part of the coefficient -- is already a part of the
24 Unit Price Book, that they've figured some percentage
25 of waste for everything and so we don't need to pay for

1 waste again. That's a theory.

2 MR. CAMPBELL: Not according to this
3 book, no, there is no waste factor.

4 MR. VILLAREAL: On this contract here
5 y'all are giving us a pattern, you have an interior
6 decorator who says, "Use this, give me this pattern
7 with a border and everything," and that's what puts us
8 on the spot and I don't have --

9 MR. KHATENA: Are you saying patterns
10 that don't exist in the Unit Price Book?

11 MR. VILLAREAL: Yes.

12 MR. KHATENA: We'll have to make an
13 adjustment to it, if it's not in the Price Book and we
14 want to achieve that pattern, or we find something that
15 we can use in the Price Book to price it accordingly.
16 I mean, if the pattern takes a second paint job so to
17 speak and it's 50 percent extra paint, then that's what
18 we will do; we'll add another 50 percent extra paint on
19 top of it, you know. I don't know how else to answer
20 that question in a generalized fashion, but we do need
21 to pay for what we get, but if in fact you feel that
22 waste is not included in the -- in the Unit Price Book
23 items, then you -- you need to figure waste on your
24 coefficient.

25 MR. VILLAREAL: Okay. That answers

1 that.

2 MR. WILSON: Question Number 29: Out of
3 a possible --

4 MR. KHATENA: You need to go back to 27.

5 MR. WILSON: We did 28.

6 MR. KHATENA: Yeah.

7 MR. WILSON: I skipped one.

8 MR. KHATENA: The other 27.

9 MR. WILSON: I'm trying to.

10 Question Number 27: Are seamless
11 medical flooring, special seam sealant and up-the-wall
12 coping part of the coefficient? If so, how much of
13 this type flooring was used historically on this last
14 contract?

15 MR. KHATENA: Again, that wouldn't be
16 part of the coefficient. We have struggled with some
17 of that already and the hope was that we'd get better
18 line items for that kind of requirement. I'm not sure
19 we did. But, yeah, that would have to be done as a
20 non-preprice or built into let's say the prices. You
21 can certainly buy the pieces separately out of your
22 Price Book to make that happen, additional material,
23 that kind of stuff. So not everything -- you can do a
24 lot of stuff in the Unit Price Book, not playing games,
25 and use the elements to build into the cost for what is

1 needed and use real stuff.

2 Let me take a pause right here and what
3 I want to do is, Mr. Williams over here came to address
4 any video concerns on the video program and all that
5 kind of stuff and he's got a plane to catch here at
6 2 o'clock but I do want to give him the opportunity to
7 field any questions, maybe tell you a little bit about
8 his organization and what he is going to be doing to
9 possibly help that process along.

10 Any questions for him?

11 MR. GATLIN: I'd just like a real basic
12 explanation of the requirement. In particular I
13 understand more on the teleconferencing video side of
14 it, having a 51-inch TV and all of that, that adds a
15 lot of overhead cost to this.

16 MR. KHATENA: I'll address that. I'm
17 talking about the marketing, training, the training
18 video aspect.

19 MR. WILSON: Attachments.

20 MR. KHATENA: It's in Section J.

21 MR. WILSON: In Section J.

22 MR. KHATENA: There a spec.

23 MR. GATLIN: Right.

24 MR. KHATENA: And stuff and so the --
25 Mr. Williams is with the Army's audio-visual

1 information center to try to help us to get -- to
2 achieve that result that we want in our video. So is
3 there any question?

4 MR. GATLIN: Still a question, the first
5 part of it.

6 MR. KHATENA: I'll address that VTVC.
7 Don't forget to ask me again.

8 MR. GATLIN: The second part is just
9 what you were talking about. As I understand it, the
10 videos are to basically help sell the JOC program to
11 the MEDCOM facilities and at the same time there is a
12 part of that that actually trains our own people.

13 MR. KHATENA: Yes.

14 MR. GATLIN: I'm saying our own people.
15 We use it for training superintendents, project
16 managers, whomever it may be. On the marketing side of
17 it, where would that be done? Because that is
18 obviously a joint project, it's not a singular project.

19 MR. KHATENA: Yes, the marketing will be
20 more or less discussing what the program is about, what
21 the contractor is about, what the government is about,
22 how our partnership works together, what the vision is,
23 mission, and what it is we are trying to achieve in all
24 of this and our collective agreement to work very
25 closely together and make that happen and kind of like

1 an endorsement to the entire program, and it happens at
2 the upper corporate level and that way everybody
3 working in the program will see that there is buy-in at
4 the corporate level on -- with all partners.

5 MR. GATLIN: So are you telling me that
6 if my corporate marketing people put that together, we
7 would just send that to Fort Worth and then you would
8 edit and add to it and that would be the marketing
9 tool; is that what you're telling me? Other than that,
10 you get them both together.

11 MR. KHATENA: There will have to be
12 meetings. There will have to be a script writer, there
13 will have to be approvals of the script, there will be
14 an outline that's part of this initial submittal of the
15 management plan, we want to see what it is that you are
16 thinking to do and that will -- basically what you --
17 what your idea and concept of this whole thing is going
18 to be.

19 MR. GATLIN: And that happens here; is
20 that correct?

21 MR. KHATENA: When you say "here" --

22 MR. GATLIN: In Fort Worth.

23 MR. KHATENA: What happens?

24 MR. GATLIN: I'm just trying to get an
25 idea because he's from a different place from Fort

1 Worth.

2 MR. KHATENA: People will have to be
3 pulled together.

4 MR. WILLIAMS: I guess maybe if I
5 explain the process a bit they'll understand better.

6 MR. GATLIN: That would be great.

7 MR. WILLIAMS: First of all, I'm Bobbie
8 Williams. I work for the U.S. Army Information Center.
9 I'm in charge of the Production Acquisition Division.
10 Our mission is strictly to produce videotape
11 productions. We contract them out 100 percent. We
12 hire production houses to produce videos, training,
13 informational, marketing, whatever the Army needs. We
14 also support the Marine Corps and the Air Force and any
15 other federal agency that needs videotape production
16 done. The process generally includes script
17 development, starts with script development, and
18 generally what we will do is hire a production company
19 and I will match that production company up with the
20 customer and I tell that contractor, "It's your
21 responsibility to get inside of his head and figure out
22 what it is that he wants. I'm hiring you for your
23 creativity and your expertise in marketing and
24 producing videotape productions. So he's going to tell
25 you what he wants and what he wants this videotape

1 production to do and then you develop treatment, start
 2 with a treatment that he approves. There will be
 3 meetings. Then you do a first draft script. That's
 4 approved. And then you do a final script. And the
 5 final script is basically your detailed specifications
 6 of what he wants in that videotape production. It will
 7 identify each location that you are to travel to with
 8 the production crew to document. You will -- in that
 9 script it will give -- it will basically provide a
 10 story line. That script is a story that you are
 11 telling about his program and what you have to do is to
 12 convince him that -- which is the best way to tell this
 13 story. Once the script is developed, you go into
 14 pre-production where you go out, you look at the
 15 sites -- you may have to go out and look at the sites
 16 to determine what's required, logistics that may be
 17 required, those types of things. You plan your
 18 schedule of how, which locations you are going to do,
 19 when you are going to do them and those types of
 20 things. You go out to the sites with a production crew
 21 and -- yes?

22 MR. VILLAREAL: That production crew is
 23 ours, we hire the production crew; is that what you are
 24 saying?

25 MR. CAMPBELL: He's saying he does.

1 MR. KHATENA: No, no.

2 MR. WILLIAMS: I'm giving you the
3 general process.

4 MR. KHATENA: Under this you will hire
5 the production crew in conjunction with his technical
6 advice. We will come up with the final.

7 MR. VILLAREAL: So that's our cost.
8 Just -- thank you.

9 MR. WILLIAMS: And the team is made up
10 of a producer, I have producer/directors that work in
11 my office that's not a part of your cost. They are --
12 they -- I guess the plan is for him to work as the COR
13 on the contract. Generally he coordinates all the
14 activities. You also have customer, and your staff or
15 production company or whoever you might hire, and that
16 team works together throughout this process.

17 MR. CAMPBELL: Do you have a general
18 concept or -- I know we're asking a lot here, of how
19 much it will be on something like that.

20 MR. WILLIAMS: What the cost will be.

21 MR. CAMPBELL: Yes. You've done that,
22 obviously. Are we in the hundred thousand dollar range
23 or \$50,000 range or what?

24 MR. WILLIAMS: It's difficult to say.

25 MR. CAMPBELL: We're contractors.

1 You're a professional.

2 MR. WILLIAMS: When I say "difficult,"
3 customers can come in to me and say, "I have \$50,000
4 and I want a 10-minute production," and that's what a
5 contractor would give you. Or a customer can come in
6 to me and say, "I want a 10-minute video and I have
7 300,000," and they can get a 300,000 10-minute
8 production. So the key here is to find out what the
9 customer wants. When you get that script completed,
10 you should know about what the cost is going to be.
11 Most production companies will look at the
12 specifications that's in this proposal for a 30-minute
13 production and they will give you a general idea of it.

14 MR. KHATENA: The specs are there in
15 terms of the quality and the submittal requirements.
16 There also in Section C there is the conceptual
17 requirement. What it is we're trying to achieve, how
18 we get there from here is another matter, but we
19 certainly want it to be a quality production so that
20 it's not a back yard fix here. We want some
21 professionalism.

22 MR. CLARK: Will the contractor have use
23 of existing footage that they have or existing footage
24 that you may have?

25 MR. KHATENA: That's a very good

1 question.

2 MR. WILLIAMS: Absolutely.

3 MR. KHATENA: I believe they have
4 archives.

5 MR. WILLIAMS: My producer/director
6 knows pretty much where the stock footage is, how to
7 get it, and will pretty much get that for you. There
8 is some stock footage that we purchase sometimes from
9 commercial sources and that's cost added to the
10 contract, but for the most part if there is existing
11 stock footage my project officer will be -- will make
12 that available to you.

13 MR. CLARK: Of course we won't know that
14 until we get through the scripting process and see if
15 that fits within the parameters of what you're thinking
16 in terms of the overall production.

17 MR. WILLIAMS: Yes, it is doing that
18 script development that you will determine what's
19 available in terms of stock footage and what you will
20 have to go out and actually document.

21 MR. KHATENA: Bobbie, is there a library
22 listing of what stock footages there are that folks can
23 go to the Internet maybe and go and see what maybe is
24 available?

25 MR. WILLIAMS: There is the Defense

1 Visual Information Center at Tobyhanna Army Depot that
2 all the services send their videotape, their master
3 productions to. There is also the Advance Visual
4 Information Center in California, and a project officer
5 will be able to send in a request to either one of
6 those activities based on the types of images that you
7 are looking for and they will do the research and send
8 you, will provide to us copies of whatever images that
9 are out there.

10 MR. CLARK: Is that a cost we would have
11 to pay for, that service?

12 MR. WILLIAMS: No.

13 MR. KHATENA: So there is the
14 possibility that you may be able to, prior to the
15 submittal of your proposals, to have a discussion with
16 an assigned, whoever you are going to assign to this
17 possibly to --

18 MR. WILLIAMS: Yes, absolutely.

19 MR. KHATENA: For guidance.

20 MR. WILLIAMS: We can provide you the
21 web sites, we can give you, assist you in those types
22 of things, but the reason I was looking a little ... is
23 because until you know what he wants you to produce,
24 what's the use of looking at images?

25 MR. VILLAREAL: Which I guess this has

1 got to be part of our coefficient cost, and like he
2 just said we don't know until we get the award what you
3 want. If we're going to give you a breakdown on what
4 our coefficient cost is and we tell you, just like he
5 said, "I can give you three minutes for 10,000," I'd
6 say that's all I've got there, Al, is that all we're
7 going to be obligated to and is that going to be -- is
8 that going to weigh on who you pick? Because somebody
9 might offer you a hundred thousand, and you say, "Oh, I
10 want a hundred thousand."

11 MR. WILLIAMS: There's a portion of that
12 I guess I need to -- we can respond back to you in
13 writing as it relates to the costs.

14 MR. KHATENA: Okay, certainly there
15 already is a concept and where we're trying to go with
16 this thing. Your proposal is -- it will be part of
17 your proposal and the evaluation based on your outline
18 what it is you're going to provide us, and it will be
19 part of our, you know, overall evaluation for best
20 value. So we don't necessarily need to know what your
21 cost is. You will give us a breakdown because it's one
22 of the line items or we'll be able to see it, but on
23 the other hand you're going to be clear enough about
24 what it is that you're going to propose as a video
25 production and if we were to accept your entire

1 proposal, then I suppose we are working within that
2 parameter.

3 MR. WILLIAMS: Yes. Generally what we
4 will do, a number of ways we handle that. There are
5 times that we will award a contract with a ceiling of
6 \$95,000. We will develop the script and once the
7 script is developed we will renegotiate or relook that
8 cost, and the reason we do that is because the estimate
9 may have planned for the use of 100 percent stock
10 footage. During development of the script the customer
11 might decide, "I need to travel to four different
12 states and spend 20 days documenting." The cost is
13 going to astronomically go up. So we have to, once
14 that script is developed -- and that's why it is so
15 important for that contractor to work with the customer
16 and the COR in developing that script because everybody
17 involved in the process realizes the cost factors, as
18 we make plans you realize what the cost is that's
19 associated with it. So by the time you get to the
20 completion of that development of that script you're
21 going to have a pretty good idea what the cost will be.

22 MR. VILLAREAL: Wouldn't it be easier
23 for you just to give us an allowance?

24 MR. CAMPBELL: Yeah, a cost plus or
25 something.

1 MR. VILLAREAL: Everybody allowed 20,000
2 or 50,000 and that's got to be part of --

3 MR. KHATENA: We're looking for y'all to
4 be very creative with this and work with your
5 consultants or whatever is going to be helping you to
6 do this and come up with the best value on this
7 production in terms of cost and quality, and you'll
8 have to express it in your proposal. I --

9 MR. WILLIAMS: That's a very good point.
10 I always tell contractors, "I hire you for your
11 expertise."

12 MR. GATLIN: We're contractors of
13 construction, not videos.

14 MR. WILLIAMS: That's why it's important
15 for you to hire production companies to produce your
16 video.

17 MR. KHATENA: That's why the words
18 "professionally produced."

19 MR. GATLIN: You know we're not going to
20 produce it.

21 MR. CLARK: Home video.

22 MR. KHATENA: We knew it was going to be
23 a little bit of a challenge, but you know we're
24 embarking on a new and better way of hopefully doing
25 business.

1 MR. GATLIN: Clients think it's great.
2 I think this needs to be done on all contracts to a
3 point because you've got to sell the concept to a
4 customer, which they all like to do their own little
5 thing anyway, but I think everybody is kind of afraid
6 of the fact that this is something brand-new.

7 MR. WILLIAMS: Very good point. Very
8 good statement. The reason I say that is I always tell
9 production companies, "It's your responsibility to
10 convince that customer that he should spend \$65,000
11 versus a hundred thousand dollars on this program."

12 MR. KHATENA: In this case basically
13 they don't have to convince me about the cost because
14 they are going to try to keep their cost low, and it's
15 a good thing because we don't want it to affect the
16 coefficient dramatically but we do want a quality
17 production. So how do we -- where is that balance?
18 That's something that you are going to have to toy
19 with, and with your sense of marketing -- I mean we're
20 not -- you know, folks that are in here aren't
21 representing small companies, I expect, and therefore
22 you probably do have a marketing element to your
23 companies and do have some kind of savvy in terms of
24 polished works, and so the idea is to take static
25 images and put movement to it and embellishment with

1 it. Not looking for something that is, you know, Cecil
2 B. or G. DeMille type production, but yet at the same
3 time it needs to be clear, succinct and attractive,
4 compelling with a display of competence and confidence
5 of the contractor's ability to perform the program.

6 Anything more from Bobbie?

7 MR. CLARK: We will be supplied with
8 contact information, then, for Mr. Williams'
9 organization?

10 MR. KHATENA: Yes. How shall we
11 translate that? It will be something we'll add to the
12 minutes?

13 MR. WILSON: To the minutes.

14 MR. WILLIAMS: It's listed in specs
15 also. My phone number and fax is not filled in but I
16 have a card.

17 MR. KHATENA: Well, you don't want to
18 receive e-mail directly right?

19 MR. WILLIAMS: I will assign a Project
20 Officer.

21 MR. KHATENA: If we can put this
22 information in the minutes itself and then it will be
23 on the web site.

24 MR. WILLIAMS: That will be fine.

25 MR. CAMPBELL: Theoretically we need to

1 contact him maybe prior to our submittal of the pricing
2 and everything else. How well-staffed are you?
3 There's 20 some-odd people that are looking at this
4 right now. Is he going to be working with all 26 of
5 us, 27, and this is all prior to the award; do we have
6 that much time?

7 MR. WILLIAMS: Generally when I award a
8 contract, this is what I provide the contractors and
9 they bid based on what they see here.

10 MR. CAMPBELL: You'll be getting that
11 out to all the plan holders between now and the 23rd?
12 We've got a very short time frame on this.

13 MR. KHATENA: That spec is in our
14 contract. It's in our contract. It's in Section 2A.

15 MR. CAMPBELL: I understand. I'm just
16 asking, we have to contact him to get ideas of costs,
17 ideas of what we're looking at to develop this thing
18 and you've got 26 people bidding this thing; is he
19 going to be able to handle that kind of load if
20 everybody contacts him?

21 MR. KHATENA: Well, I guess -- I -- the
22 question is, I think, the way I understand it, is are
23 y'all going to be willing to work directly with these
24 guys' questions? If 26 contractors converge, telephone
25 calls, e-mails and all that ...

1 MR. CAMPBELL: Between now ...

2 MR. KHATENA: Okay. Your questions will
3 need to come in writing, okay, to Frank and then we
4 will get with Bobbie's group.

5 MR. WILLIAMS: At any -- at any time you
6 need to contact Waynesville and I am as well.

7 MR. KHATENA: They're a great group.
8 Honestly. I'm really impressed.

9 MR. WILLIAMS: We do have a staff of
10 producers and directors as well as contracting people.
11 However, I'm not functioning -- I am the Chief of
12 Contracting, I am Contracting Officer but I am not
13 functioning in that role here. We have a Contracting
14 Officer here in control of information, you know, and
15 why I was a little reluctant to answer that is because
16 they have -- make sure they control certain things but
17 we can handle it, but I think that to do it the way
18 that he says is required.

19 MR. KHATENA: So get your questions in
20 real quick, all right, and make them as specific as you
21 can and clear. The reason why I say Frank, I'll be
22 out-of-pocket. I'll be available e-mail and stuff.
23 I've got questions I'm going to have to answer, myself,
24 and I'm sure there will be more.

25 MR. VILLAREAL: Do you want it written

1 or on your e-mail?

2 MR. WILSON: Written. That's written.

3 MR. KHATENA: E-mail is good.

4 MR. WILSON: That way I can just forward
5 it to Al. And he'll forward it to ...

6 MR. VILLAREAL: John Rodgers.

7 MR. KHATENA: It wouldn't hurt to copy
8 both Frank and myself and that would be okay, too.

9 MR. WILSON: Basically you just click on
10 the web page and click on our names and send us an
11 e-mail. In fact I would prefer e-mail over fax any
12 day. Because it's easier to delete -- I mean to copy.

13 MR. CAMPBELL: Oops.

14 MR. KHATENA: It's easier to comment.
15 Lists like this, Frank took a long time, or somebody
16 did.

17 Okay. Are we done with the video
18 portion?

19 MR. WILSON: Thank you.

20 MR. KHATENA: Bobbie, appreciate it.

21 MR. KIDD: Are you anticipating
22 clarification by amendment of this? This seems like a
23 pretty big issue here.

24 MR. KHATENA: I think we made the
25 clarification that they are going to have to bid on

1 this on the spec that's in there as best we can and
2 we'll have to look at proposal time, and if in fact we
3 feel we need further clarification we may have
4 discussions on it and otherwise it is going to be I
5 think too difficult if we get into specifics, then I
6 will be directing what it is that everybody's doing.
7 And I don't have the expertise, we don't have the time,
8 so I think we'll leave it at that and the minutes are
9 going to reflect what we've discussed here I think. Is
10 that okay, Tommy?

11 MR. KIDD: Your call.

12 MR. CAMPBELL: So if we get our e-mails
13 to you, you are going to respond in the minutes do you
14 feel like?

15 MR. WILSON: No, e-mail is going to be
16 separate from the minutes. Each individual -- if your
17 e-mail results in something that change -- will need to
18 be changed, that will be an amendment. If your e-mail
19 is something that has no effect on or we can just say,
20 "Hey, go to Page 23, look at Paragraph 4, the fifth
21 word and that will take care of you," that doesn't
22 require an amendment.

23 MR. VILLAREAL: A little bit different
24 subject: How soon will we get the minutes? Will it be
25 early next week sometime?

1 COURT REPORTER: Sure.

2 MR. WILSON: Sure.

3 MR. CAMPBELL: He probably typed that
4 out. It's on there.

5 MR. WILSON: Sure.

6 Any more questions?

7 MR. KHATENA: Let me offer this, as
8 well. I think there is going to be an element of
9 marketing in this program. There is no way this
10 program can exist and continue and flourish and grow
11 without marketing. I think you need to evaluate the
12 way that you might do the marketing without a video of
13 this nature and we're talking about applying this video
14 to the Internet, have it on the web site available so
15 we're not necessarily producing hundreds of videos to
16 send out to people. It's going to be streamed on the
17 Internet so we are talking about developing the images,
18 posting it on the Internet and referring people to it,
19 although there will still be copies of the videos
20 furnished to us because we need to have that hard copy.
21 But at the same time -- so then consider that. You may
22 find that in the long run you will incur a savings to
23 your marketing program rather than an additional cost.

24 MR. VILLAREAL: That's a good one.

25 MR. GATLIN: You got us all convinced,

1 Al.

2 MR. KHATENA: Theoretically it ought to
3 be. No airline tickets, you know, all those kinds of
4 things, although you do -- you're going to travel
5 anyway, right?

6 MR. VILLAREAL: Yes, sir.

7 MR. KHATENA: Okay. Are we done on the
8 video portion now, do you think?

9 Bobbie Williams. Thank you so very
10 much. Be safe. Have a good trip home.

11 MR. WILLIAMS: All right.

12 MR. WILSON: Question Number 29.
13 Needless to say it starts off and I can't do what it
14 says, but it says: See the attached Comparison on
15 Architectural, Mechanical, and Electrical Items. Will
16 the R.S. Means price books be used to adjust such
17 differences or does the coefficient need to be used to
18 be the tool for adjusting these line item
19 discrepancies?

20 And needless to say we had some charts
21 with price comparisons.

22 MR. KHATENA: What is the attached
23 comparison? See the attached comparison. I take it
24 the med job PDS represents what we have now, the
25 current price. And U.S. cost is the new Unit Price

1 Book. So the question again, see the attached
2 comparisons. Will the R.S. Means Price Book be used to
3 adjust such differences or does the coefficient need to
4 be used to be the tool for adjusting these line item
5 discrepancies?

6 MR. VILLAREAL: Let me add this, Al,
7 just so you can fast track this. On the beginning of
8 this contract there were some real obvious
9 discrepancies in the PDS and y'all used the Means book
10 to adjust those. We noticed that on these air handlers
11 and so forth there's quite a bit difference, like half
12 the cost on some of those air handlers and so forth,
13 somebody had gone in there and adjusted those quite a
14 bit. Are we going to adjust those like we did on this
15 contract or do we live with that and --

16 MR. KHATENA: Typically you do by the
17 book as it is.

18 MR. VILLAREAL: All right.

19 MR. KHATENA: Although if there is an
20 error and we can prove there is an error, like you have
21 this sequential costing and all of a sudden you've got
22 \$160 of this, \$150 of this and when you go to a better
23 item and all of a sudden between 160 and 200 you've got
24 a thousand dollars in there, that's -- we've got to
25 look at those because that's an obvious error.

1 However, as a whole we won't be making these
2 adjustments unless an error can be agreed to. If we
3 agree there is an error there, we will certainly make
4 an adjust. I don't want to tell you R.S. Means. It
5 might have been used as an expedient method. There
6 might be another method. I don't want to say, yeah,
7 R.S. Means, but if in fact we agree that there is an
8 error in the price, then -- an obvious error, then we
9 will come to some conclusion on what method we're going
10 to use to establish the correct price.

11 MR. VILLAREAL: Is there something there
12 like in the hundred, you know, percent range, if
13 there's a hundred percent difference in price, you say,
14 yeah, that's an error or if there's 50 percent
15 difference, what --

16 MR. CAMPBELL: Specifically in there as
17 far as your air handler units, they were cut in half
18 price-wise and we've given you comparative analysis of
19 what the actual costs are and what R.S. Means shows and
20 your costs are one-half of that for installed material.
21 That's an obvious --

22 MR. KHATENA: Okay. Realize that this
23 is for better or worse, I don't know, a book applied to
24 Fort Lewis rather than to Fort Polk and I don't -- the
25 coefficient -- air cost adjustment factor has to also

1 be --

2 MR. CAMPBELL: That cuts it even closer.

3 MR. KHATENA: Yeah, so you'll just -- on
4 a case basis. We can't just look -- I can pass this on
5 to our -- to the contractor producing the Unit Price
6 Book now and let them look at these discrepancies or --
7 let's say alleged discrepancies and let them grapple
8 with it and say yes or no or whatever they think and
9 we'll just defer to them, U.S. cost, okay? And
10 whatever applies to -- whatever comes out in the Unit
11 Price Book comes out and your coefficient will deal
12 with the risk, and their cost factors supposedly
13 theoretically balances things across the nation, but
14 you will have to evaluate those in accordance with your
15 analysis and other things. We don't have a separate
16 coefficient for mechanical. We don't have a separate
17 coefficient for electrical. It's all one coefficient
18 for construction so you take the good with the bad.
19 You're right. If in fact these are low, then you will
20 have to make the adjustments according to your own
21 marketing analysis and decide what is a reasonable and
22 fair price yield and that will be something we will
23 evaluate as a factor in evaluation; price is a
24 secondary factor.

25 MR. CAMPBELL: Will that be done prior

1 to award or after?

2 MR. KHATENA: Prior.

3 MR. CAMPBELL: Prior.

4 MR. KHATENA: In terms of price. We'll
5 look at the technical. We will evaluate the technical
6 and then at some point we will look at the price, too,
7 and do an evaluation of the price. Together we
8 establish best value.

9 Did I answer the question?

10 MR. CAMPBELL: Yes.

11 MR. WILSON: Question 30: Section 1320,
12 Paragraph 3.2.1, preliminary schedule must include
13 budgeted costs for all activities, submit within 15
14 days of notice to proceed. Must be on disks X3. At
15 what dollar level are detailed schedules required?

16 MR. KHATENA: The word "detailed
17 schedules" is kind of a wide-open thing. What
18 constitutes detailed versus a non-detailed schedule.
19 The way that our -- I'm looking at this as being a
20 construction schedule, right, is that what this is
21 about?

22 MR. WILSON: Says "Project Schedule."

23 MR. KHATENA: Project Schedule.

24 MR. WILSON: As a section.

25 MR. KHATENA: A section called Project

1 Schedule.

2 MR. WILSON: 1320 is called Project
3 Schedule.

4 MR. KHATENA: Yeah. It's -- I think I'm
5 going to have to look at this because we have other
6 words I think in Section C and possibly even in H
7 regarding schedule and I don't think they coincide with
8 what is being said here in terms of the number of disks
9 and all that kind of stuff, 15 days of NTP. I think
10 that's a little bit of ambiguity. At what dollar level
11 are detailed schedules required? The level of detail
12 has to do with the trades involved. You have -- if you
13 have five different trades, we'll see when those trades
14 are working. Especially if you are working in a
15 hospital. Phasing is very important to the facilities
16 and you may find that you are showing schedules for
17 each room or area, so I cannot state at what dollar
18 value. It has to do with sensitivity and project
19 complexity. But typically it's going to be by trades
20 and then we're going to show your submittal period and
21 your close-out period on top of that. Any long-lead
22 items that may impact schedule needs to be shown on
23 there, too. We're not looking for a network analysis
24 chart or anything like that. These are good charts.
25 So there's nothing very complicated even in what may be

1 considered -- I don't think we have detailed schedules.
2 I don't think we've ever had a detailed schedule in my
3 mind of what a detailed schedule could be. So I hope I
4 have answered that question adequately.

5 MR. WILSON: Question 31: Section 1320,
6 Paragraph 3.3.5.3 requires to date, earnings report or
7 progress reports?

8 MR. KHATENA: I don't know that section.

9 MR. WILSON: That's the same section,
10 Project Schedule.

11 MR. KHATENA: Requires to-date earning
12 report or progress report and I guess has to -- I'll
13 have to look at it. I don't know what it says,
14 honestly. This is an inserted section, I haven't had
15 anything to do with it yet.

16 MR. WILSON: 32 is the same -- is the
17 next section, which will be Submittal Procedures. So
18 Question Number 32, Section 1330, Submittal Process,
19 Paragraph 1.1, at what level do these requirements
20 start? Data, color boards, field mock-ups are going to
21 impede process on \$2,000 to \$10,000 projects.

22 MR. KHATENA: We'll tell you when you
23 need color boards and field mock-ups. For that matter
24 in the Unit Price Book, I don't know if you have looked
25 at our list of professional services as part of this

1 Unit Price Book, it talks in terms of those items, we
2 will be pricing those items as we go through the work
3 plan process depending on what the stage is. If in
4 fact we want a color board, then that will be part of
5 the deal; we'll have to pick it and just price
6 associated with it. It's part of that actual section.
7 Now, you know, color board, maybe it's a color swatch,
8 maybe somebody needs to know what color paint you're
9 going to use, no one knows. So a color board typically
10 is done for a large renovation or new facility and
11 folks want to see how things go together, and in most
12 cases you are going to be matching existing for
13 repairs. I will look into this and see what the whole
14 statement requires.

15 MR. WILSON: Question Number 33, Section
16 1330, Submittal Process, Paragraph 3.2 indicates
17 contractor produces sub register along with progress
18 schedule and submits monthly with pay requests. Assume
19 submittal requirements will be arrived at from line
20 item proposal. At what level will this be required,
21 2,000 or above 100,000?

22 MR. KHATENA: Certainly when you have,
23 when we have items we're buying from the Unit Price
24 Book or whatever under task order, we are going to have
25 submittal requirements no matter what the dollar cost

1 is. But, you know, out of 2,000, if -- it depends what
2 we're buying at 2,000. Maybe you want to see what it
3 is that you're going to supply but it certainly would
4 be I would think at 2,000 a lot less extensive. So at
5 what project level would this -- I can't -- we can't
6 attach it a dollar level to that. It's whatever we
7 feel as the government it's necessary for us to clear a
8 project for construction and we know what we're
9 getting. I don't know about this producing submittal
10 rates along with the progress schedule, submit monthly
11 pay requests. That hasn't been a requirement before.
12 I -- I don't know if that's really necessary. But
13 typically we don't start the project until our
14 submittals are in anyway, so we hold the project until
15 we get submittals, then we issue notice to proceed. So
16 we're not going to have a problem in my mind in terms
17 of progress payments if that's part of the question. I
18 will look into it and see what this section is talking
19 about in its entirety. Okay.

20 MR. WILSON: Question Number 34:
21 Section 1340, color/finish boards. Will they be
22 required for all projects? Match existing and/or minor
23 architectural renovations.

24 MR. KHATENA: Not all projects. I guess
25 my previous answer to one of those other questions, so

1 no, not for all projects. Not for most projects. I
2 think I answered it adequately in a prior question.

3 MR. WILSON: Question 35: Section 1454,
4 Paragraph 3.4.3.2, specialized CQC personnel. When
5 required for specific task order, they must be on site
6 during all phases of the construction in their
7 specialty, all are listed as PE or other certified
8 professional. Is this separate billable line item or
9 part of the coefficient?

10 MR. KHATENA: If in fact this is
11 something that I guess the contractor's responsible for
12 the entire CQC program and if in fact the contractor
13 deems it necessary to -- in order to achieve the CQC
14 requirements to bring out these special folks, then
15 that -- so be it, and it's not costed to the project.
16 Let's say that we the government have decided this is
17 what we want, then -- over and above what y'all might
18 want to provide, then we will have to price that out.
19 If it is a requirement by the -- by the spec that you
20 have these special individuals, then it will be part of
21 the coefficient. If we are asking for something over
22 and above what the contract calls for in the specs,
23 technical specs remain silent on these issues and we
24 want these personnel, then we will pay for them.

25 MR. WILSON: Question Number 36:

1 Section 1454, Paragraph 3.7.1, contractor procures
2 service of CE -- of Corps of Engineers approved testing
3 lab, is this in the coefficient or is it a line item?

4 MR. KHATENA: Yes, it's in the
5 coefficient. You can think that it's in the line item.
6 It's part of the -- the coefficient is going to take
7 care of your risk. Theoretically the cost for testing
8 is part -- if it's required in the spec then it's
9 priced in the line item. But if you feel the line item
10 is out of wham, low or high, then you will make the
11 adjustment in the -- as a whole aggregate in the
12 coefficient.

13 MR. WILSON: Question Number 37:
14 Section 1580, bulletin boards, is the requirement for
15 bulletin board at each job site/task order or at a
16 central site, i.e., the office trailer?

17 MR. KHATENA: Depending on how the
18 operation is being run, but typically it will be at the
19 office trailer. It has to be somewhat accessible to
20 the employees so that they can look at the -- look at
21 the bulletin board. They ought to -- it can't be
22 something so remote that your people don't know where
23 this thing is at. It needs to be a visible sign of I
24 guess employee response -- employer response to the
25 employees on the bulletin board requirements, the

1 posting of the wage determinations, et cetera.

2 MR. WILSON: Okay. Question Number 38,
3 and unfortunately this is a long one: Clauses
4 C 2.2.5.1 and C 2.2.5.1.3 A and C.2.2.5.1.4 beginning
5 on Page C-3 set forth requirements for work plans to be
6 developed by, or under the supervision of registered
7 professional engineers and stamped by the PE. It
8 appears that your intention is that all work plans
9 require PE stamps. Delivery/task orders which involve
10 remodeling that includes for example, paint, carpeting,
11 and ceiling tile without significant structural changes
12 or significant changes to HVAC or electrical systems do
13 not require engineering calculations or detailed
14 architectural work. Is it your intention that each and
15 every work plan must bear the PE/RA stamp, or only
16 those where it is stipulated in the scope of work for
17 that work plan? If the former is true, you should be
18 aware that this requirement will have significant
19 effects, increasing the time required for work plan
20 development and review and increasing contractors'
21 coefficients.

22 MR. KHATENA: Do you want a short
23 answer? We are going to say when stipulated in the
24 task order. And typically it's going to be when we are
25 ordering the professional services and it will be from

1 the Price Book when we start buying that stuff, then
2 we're of course going to require the PE stamp to go
3 along with it. However, you know there may be cases we
4 still want a PE oversight and/or stamp; rather, I think
5 we want PE oversight in all cases but the stamp to show
6 more credibility I guess. So when stipulated in the
7 task order I think will take care of that.

8 MR. VILLAREAL: At the beginning of his
9 question I think he addressed work plan. Are you
10 saying the PE stamp on the work plan?

11 MR. WILSON: Yes.

12 MR. VILLAREAL: That's what that big
13 part of the question asked. Not my question. I don't
14 know.

15 MR. KHATENA: If -- there were certain
16 items that required the PE stamp in the work plan.
17 It's noted in Section C I think by asterisk and these
18 are the ones we need a PE stamp, but there is always
19 going to be a QC check and program manager verifying
20 that all is well and that kind of stuff. We just want
21 to make sure, before we get it, somebody of a
22 credibility nature, depending upon the complexity of
23 the project, has -- for that discipline or that
24 requirement has looked to validate the technical merits
25 and also that the quality of the documentation is -- is

1 coming to us in a level that we expect and before we
2 get it we don't want the QC, and that's the way the
3 program ought to work and that's something you are
4 going to describe your process on how to do all this
5 and -- in your technical proposal under the management
6 plan with relation to quality control.

7 MR. VILLAREAL: So the way you are
8 asking for us to break down our coefficient in our
9 engineering costs would be wise to be on the work plan
10 side.

11 MR. KHATENA: Absolutely.

12 MR. VILLAREAL: And then if we do get
13 issued the delivery order, if it gets shelved, then
14 that cost does not have to be reintroduced; is that
15 what you're trying to --

16 MR. KHATENA: Yes, that's why we split
17 the two out. We didn't want the work plan effort to
18 encumber the construction costs. And there are going
19 to be occasions where you're going to use your,
20 possibly your project personnel that -- non-engineers
21 or whatever. Even we're not buying out of the
22 professional services line items, then we will only pay
23 for the trip out there. The rest of it is part of your
24 coefficient to develop the remainder of the work plan
25 for construction.

1 MR. VILLAREAL: But now on this previous
2 contract here sometimes we didn't go to work plan, we
3 went straight to a delivery order and in this case you
4 wouldn't have an engineering staff so my coefficient on
5 my delivery orders, the way you're asking us to break
6 down our coefficients, I wouldn't be able to cover.

7 MR. KHATENA: Yeah, I'm not sure --

8 MR. VILLAREAL: I guess is the work plan
9 going to cover the engineering stamp, we can price it
10 that way and then when it turns into a delivery order
11 my cost is already taken care of, I don't need to bring
12 the engineer.

13 MR. KHATENA: Yes.

14 MR. VILLAREAL: But if there's a time
15 when I don't do a work plan, then I have no way of
16 covering my engineering costs unless it's in my
17 coefficient.

18 MR. KHATENA: Well, no, we'll -- if we
19 want engineering stuff, if we want professional
20 services we'll buy it. Up front. We have to have
21 money up front to do that.

22 MR. CAMPBELL: Are you saying --

23 MR. GATLIN: Didn't you say that.

24 MR. CAMPBELL: Before you said it had to
25 be required by coefficient. Now you're saying if you

1 require a coefficient stamp we can use the line item in
2 the book to pay for it?

3 MR. KHATENA: The line item
4 theoretically includes and you'll have to apply the
5 work plan coefficient to balance that factor for the
6 professional service line items. There are going to be
7 deliverables. We're not just ordering -- we're not
8 ordering personnel. We're ordering deliverables. We
9 show those different engineering people, architect and
10 all that. However, they are -- if in fact we want to
11 order something special that's not listed as a
12 deliverable but we want an engineer's presence or
13 something or other, then we will pay for the -- for
14 that. We will pay for the trip separately from the
15 deliverable. The site visit -- we don't pay for the
16 trip. I apologize. We -- the per diem and all that is
17 rolled up into the coefficient, supposed to take care
18 of that and the coefficient, but site visit time, the
19 labor for the site visit time is -- is -- I think it's
20 a \$500 item for each day.

21 MR. CAMPBELL: Under civil
22 architectural --

23 MR. KHATENA: We will pay for that
24 separate and for those hours. I don't see where
25 there -- we've actually taken a lot, I think a lot of

1 the risk out of the construction side in terms of work
2 plan development. We're going to pay for what we want
3 as deliverables. If in fact it is something that the
4 government just hands to you and says, "This is what we
5 want, let's negotiate," well, that's all we're going to
6 do, negotiate. If you have to make a trip, which you
7 will, we'll pay you for that. The site visit, per diem
8 and all that's part of the coefficient but we'll pay
9 you for that 500, for the day at the site, three days
10 at the site, depending on how long you're at the site.
11 It's the time you're at the site. Construction is
12 separate. Anything we do work-plan wise is up -- the
13 work plan coefficient has to deal with. Engineering
14 during construction, if you are having an engineering
15 problem after the fact, then that's between you and
16 your engineer or your staff to solve at no additional
17 cost to the government. If it is something the
18 government has caused, then certainly. If there has
19 been an error or omission, then you have to look at the
20 contract and you'll see what the words say about that
21 in terms of engineering. However, typically we do pay
22 for the construction that we will have to do, would
23 have had to do anyway. If there's an error and
24 omission, the engineering time is going to be your
25 time. However, if it comes out being something more

1 than what we had anticipated, then we will have to
2 decide to, you know, get the money or not do the work
3 at that point, as we have been doing all along.

4 Clear as mud?

5 MR. CAMPBELL: If we're going to have to
6 produce a proposal for the work plan, then, referencing
7 the proposal for the actual construction? In other
8 words you say, okay, I've got a project, this is what I
9 want, we'll give you a proposal what we think right
10 here, you've got 62.50 for architect, 62.50 per hour
11 for civil engineer, then you have a site visit, we're
12 going to give you a proposal for that up front?

13 MR. KHATENA: If in fact we know what we
14 want in the contract we can issue a unilateral to you.
15 Now, certainly if we do have a problem, we've omitted
16 something, then we negotiate, but we're going to
17 issue -- the idea is to streamline the process and we
18 know what we want, the facility says, "Hey, I want
19 this, this, this and this," we'll probably talk on the
20 phone before, you know, issuing the unilateral. But
21 what we want to do is make sure that we can move
22 quickly out on those things and so if we don't
23 understand the project, then maybe we'll take a step
24 back and ask you to give us a proposal. You may have
25 to go to site visit, so we will issue you a unilateral

1 to go on the site visit and then you develop a
2 proposal. If you read in the -- in Section C there are
3 two ways to get this work done. The preferred way
4 would just be to issue unilateral on the work plan,
5 typically like what we are doing now except now we're
6 going to specify the elements of the delivery. In the
7 current fashion we just got these dollar amounts for
8 zones and who knows what the deliverable ends up being.
9 Now we're going to say this is what we want and we
10 still want to kind of maintain that ability to say we
11 want you to go out to that site, we want you to do this
12 kind of work on it. And that's what you're going to
13 produce. If -- if it's something that still doesn't
14 work, then we're going to have to pay for more if
15 that's -- if we want more stuff.

16 MR. CAMPBELL: The dollar figures that
17 you've been throwing out, like the \$3,000 for a work
18 plan has always been rolled back into once the delivery
19 order has been issued.

20 MR. KHATENA: No, that won't be relative
21 to construction. That's separate. Completely
22 separate.

23 MR. GATLIN: Correct me when I'm wrong.
24 What I'm hearing here, I understand the work plan
25 section, you issue a separate 1442 for that.

1 MR. KHATENA: 1155.

2 MR. GATLIN: 1155. I'm sorry. 1155 for
3 the work plan alone and that's done as a separate issue
4 altogether. In the specs you have certain requirements
5 that you are going to require a registered professional
6 engineer to certify to certain tests or whatever, that
7 is a certain issue that has to be in the coefficient
8 also; that's because it is in specification. But I
9 thought I also heard you say that before you send your
10 proposals in they had to be stamped also.

11 MR. CAMPBELL: The work plan.

12 MR. GATLIN: Is that only in the work
13 plan? For instance, could I have maybe delivery order
14 that has no requirement for work plan and I send you a
15 proposal state out UPV and send you a schedule in
16 there, does that have to be stamped also?

17 MR. KHATENA: Okay, if it's a
18 simplified -- we always have what we call a work plan.
19 The work plan includes the scope of work, the sketches,
20 the cost proposal, the submittal. There is a list of
21 things that constitute a work plan in there, Section C
22 under the work plan part. And so if in fact it's going
23 to be a simplified one and we decide that we don't need
24 a PE stamp, then we won't require a PE stamp on it.

25 MR. GATLIN: But it will be in the

1 request for proposal.

2 MR. KHATENA: It will be in the request
3 for proposal.

4 MR. GATLIN: Okay, every time I need a
5 PE other than the specs, that will be in the request
6 for proposal then.

7 MR. KHATENA: We will -- I am going to
8 change the words to read something to the effect "when
9 stipulated in the task order."

10 MR. GATLIN: Okay. That's perfect.

11 MR. KHATENA: Okay. Yeah, yeah.

12 MR. VILLAREAL: But then we cost it --

13 MR. CAMPBELL: We cost it out of the
14 book and --

15 MR. VILLAREAL: That's what you said,
16 not part of the coefficient so to speak.

17 MR. GATLIN: That's why you have
18 separate coefficients.

19 MR. KHATENA: That's to cover your
20 administration and risk and PE stamp element that goes
21 with all of that. If you don't feel it's part of the
22 price in the Unit Price Book, then you have -- if it
23 doesn't reflect the actual, what you feel the actual
24 price is and you need to make a little profit on it,
25 then you have to deal with that in the coefficient.

1 We're trying to take as much risk out of it and get
2 what we really want, what we see the customer really
3 wanting for the most part. They are very demanding.
4 They want a lot of details, even in the simple stuff
5 they want details, but not everything is going to
6 require a PE stamp. So, but it's hard to tell. What
7 can I say. I don't know when it's going to happen,
8 when it's not, and so the way that I look at it is if
9 we're going to order deliverables out of that -- out of
10 the professional services side, then we are requiring a
11 PE stamp on that. If we -- we're not going to order
12 anything there, we're just going to get you to go do a
13 site visit and throw in a sketch or something that's
14 simple or we turn over a scope of work with drawings
15 and say, "This is now yours, go do this," then there is
16 no PE stamp required unless we say so. Try to price it
17 accordingly.

18 MR. CAMPBELL: Modifications, in the
19 particular instance at Fort Sam, BAMSI will modify a
20 project 17 times in the course of, you know, three or
21 four months. When we do modify a work, a change like
22 that, are we going to be reimbursed? Can we go back to
23 the work plan?

24 MR. KHATENA: Again it depends on what
25 the modification is. If you are not going to use the

1 professional staff -- if we don't order professional
2 staff, then expectation is y'all are going to do it
3 right there. Then there's no PE stamp required. If we
4 want a PE stamp, professional work and all that kind of
5 stuff, then yeah, the facility's going to have to pay
6 for that extra. So you'll have to, because we're
7 looking at it -- well, you're still going to be
8 full-time occupied. You're getting paid anyway, eight
9 hours a day. How much more can the contractor --

10 MR. CAMPBELL: But where we run into the
11 biggest problems is the redrawing, the recap. The
12 expenses we incur having to re-do over and over and
13 over and over and over.

14 MR. KHATENA: Yeah, okay.

15 MR. CAMPBELL: That's what we're asking
16 for --

17 MR. KHATENA: We have inside
18 professional services, additional drawings.

19 MR. CAMPBELL: There you go.

20 MR. KHATENA: We have for different
21 sizes, I knew there was a problem with it that we've
22 had to grapple with that a lot and so I threw in some
23 of that also.

24 MR. VILLAREAL: I noticed that.

25 MR. KHATENA: It's in there. So you can

1 buy extra drawings and we just pay for the drawings.

2 MR. CAMPBELL: Does that go in the work
3 plans, do we submit another proposal for work plans?

4 MR. KHATENA: That's kind of like an
5 equitable adjustment. Depending if you lose time or
6 whatever at the facility, the idea is you're not
7 tossed. So again the contractors ought not to be doing
8 work prior to funds being in place. Right?

9 MR. CAMPBELL: As you well know, they'll
10 go into a project and be fully funded and then a doctor
11 will come in there, "No, that's not where I want that."
12 And this happens all the time.

13 MR. KHATENA: Then adjustments will have
14 to be made. In fact if there's a hurry-up-and-do
15 thing, we can take out scope at the end of the project,
16 reduce scope; to add scope we can make an exchange like
17 that. But the idea is don't go forward and do any
18 work, or else it's at your own risk, until funds are in
19 place and you are directed by the Contracting Officer.
20 Not by me. I don't direct any work where money is
21 concerned. I just -- I'm supposed to watch over the
22 contract and just make sure the contractor is doing
23 what they're supposed to, whatever has been already
24 established as contractible.

25 Okay. What's next?

1 MR. VILLAREAL: There's still more?

2 MR. WILSON: Is that horse officially
3 dead?

4 Question Number 39. It appears -- I
5 think this one has already been answered. It appears
6 that your intention is to issue task orders for work
7 plans, and then issue separate task orders for
8 construction/execution of the work plans. Is that
9 correct? If so, at what point will the contractors
10 invoice for the task orders to develop the work plans?

11 MR. KHATENA: Yes, separate -- well, the
12 work plan will be a task order in itself and if we go
13 to construction we're just going to mod the task order
14 to -- with the option to construct, and so that way we
15 keep the numbering clear on what -- and the
16 relationship between the projects. Could be done the
17 other way, but I think it's in there.

18 MR. GATLIN: Can you invoice at that
19 point then?

20 MR. KHATENA: Yes.

21 MR. GATLIN: As soon as the work plan is
22 acceptable.

23 MR. KHATENA: I think you can invoice at
24 any stage. You know there are six stages.

25 MR. GATLIN: Right.

1 MR. KHATENA: I don't anticipate always
2 going through all the six stages and stuff, but there
3 is -- the Unit Price Book is based on flexibility and
4 buying the bits and pieces of construction, so
5 basically we have applied that technology or that kind
6 of thinking to the professional services, too. We want
7 to buy bits and pieces, well, maybe we just need a
8 budget right now, estimate, we don't have entire
9 construction funds but we've got program for another
10 year or six months down the road or something. So the
11 facility may just want an idea and so we will issue a
12 request for work plan to develop just that, a Stage 1
13 document or a Stage 2, and then once that's done
14 we'll -- if in fact it goes to the next stage --
15 usually the next step will be just to go to execute.
16 So whatever that level of documentation required to
17 execute the next go-around typically, so I don't expect
18 it to be more than just maybe one or two stages. But
19 it's there.

20 MR. WILSON: Question Number 40: Work
21 plans are described in six "stages." What percentage
22 of each type do you expect to use, and how often do you
23 expect to use multiple stages for a specific project
24 (as in the examples in H.9.G.5)?

25 MR. KHATENA: Did I just say something

1 about that? Did I -- was that clear enough that I
2 don't expect it to go through the -- all the six
3 stages, typically going to be one or two?

4 MR. GATLIN: Is it typically one or two
5 or is it like maybe in effect fifth project you're
6 going to have those requirements, or most projects?

7 MR. KHATENA: Just my opinion, we've
8 never done it this way but it's my opinion that the
9 facilities don't want to prolong the process to get to
10 execution, although you might find that during the
11 review cycle you might think differently. But the six
12 stages are there but I think it's going to be bought in
13 elements of maybe one or two, maybe three at a time. I
14 don't see -- unless it's a complicated project, a big
15 project, you know, we don't have very big projects
16 here.

17 MR. GATLIN: So how often do you think
18 this would be happening? You said typically one or
19 two. But --

20 MR. KHATENA: I don't know.

21 MR. GATLIN: You haven't got a clue?

22 MR. KHATENA: Yeah. You know, if I tell
23 you that, then it's just my opinion. I don't know.
24 75 percent of the work would just be one or two stages
25 and you might find some of the rest being a difference,

1 but I can't tell. I don't know. I'm just -- I'm
2 struggling with it as you will find out in this next
3 go-around. We did make a poll.

4 MR. WILSON: Number 41, question: There
5 appears to be a conflict in the CQC requirements
6 between clause H.43, which requires "...at least one
7 full-time person with sole responsibility for providing
8 continuous inspection..." and "...quality control
9 organization personnel shall be a part of the
10 contractor's staff and not a member of the staff of a
11 subcontractor..." and the Division 1 specs, Section
12 1454, Paragraph 3.4.2, which states "...the CQC system
13 manager's representative at any task order site may
14 have duties as project superintendent in addition to
15 quality control unless required by a task order for the
16 representative to have no other duties..." Please
17 clarify.

18 MR. KHATENA: We also state in Section C
19 that the superintendent may also have duties as a
20 quality control manager or inspector out at the site
21 and -- but they need to be qualified. They need to
22 have the qualifications. Whatever those qualifications
23 are. So, yeah, that's fine. There may be occasions
24 where we may say that the superintendent doesn't have
25 the qualifications, then either you are going to train

1 them and you will find some other mitigating means to
2 cover quality control or, you know, to give somebody
3 else, yeah. You can have both, but again it's the
4 qualifications that are going to be the overriding
5 factor plus span of control. But we usually keep them
6 as a package deal. Superintendent QC guy is going to
7 be here with this spans of projects and then maybe at,
8 if it ever becomes out of control in terms of span of
9 control, then he would have to establish another
10 superintendent QC guy. But you can do it any way you
11 want but you're just going to have to show us credible
12 experience and qualifications.

13 MR. WILSON: Question Number 42. And
14 the last. Anybody want to take a break? The division
15 1 specs, Section 1454, Paragraph 3.4.2, states
16 "...contractor shall provide as part of the CQC
17 organization, when required by the statement of work
18 for each task order, specialized personnel to assist
19 the CQC system manager for the following areas:..."
20 Will these specialized inspectors be funded as line
21 item costs in the task order, "when required?" If not,
22 how do we estimate the magnitude/frequency of this
23 requirement?

24 MR. KHATENA: Do we know what those
25 following areas are? Or is it just the disciplines

1 listed? Does anybody know?

2 MR. VILLAREAL: I didn't write that one.

3 MR. GATLIN: I would assume in this
4 case -- I didn't write it either, but I would assume in
5 this case you are talking about if I had to have a
6 specific electrical inspector out there who was
7 specially certified in certain areas versus my normal
8 CQC guy that could inspect.

9 MR. KHATENA: If it is -- again, you
10 know, I'd have to go back to my previous answer on a
11 similar question. If in fact the codes require or a
12 particular inspector or the spec requires it, then it's
13 part of your coefficient, it's part of the line item,
14 one or the other. However, if we want a particular guy
15 that's outside those parameters, then we'll have to pay
16 for that.

17 You were going to say something about
18 the camera? The VTC.

19 MR. KHATENA: I don't want to say
20 anything. Before I go further on the VTC I will
21 certainly need a clarification question about it.

22 But, John, you had a couple of things
23 from the Steering Committee? You're not going to.
24 Okay.

25 MR. WILSON: Does anybody have any

1 additional questions?

2 MR. GATLIN: I've got two very simple
3 ones. Won't take but a second.

4 One has to deal with Davis-Bacon wage
5 determination. You state in there under Section B.2.8
6 the contractor shall assume all risk for labor rate
7 increases after award of contract. The question is,
8 are we just going to get a new --

9 MR. WILSON: No.

10 MR. GATLIN: Could be the original one
11 and that's it.

12 MR. WILSON: Original Davis-Bacon
13 through the life of the contract.

14 MR. GATLIN: Good, right answer, thank
15 you.

16 Second one is also very simple but it
17 appears to be more of a bureaucratic one, and that is:
18 Under C.2.2.5.1.4, it says each separately endorsed by
19 the facility manager's signature and that is all the
20 basic requirements such as even submittal register, all
21 of your requirements have to be endorsed by the
22 facility manager before you get it.

23 MR. KHATENA: Yes. That's the package.

24 MR. GATLIN: The whole package has to be
25 endorsed by them before you can get it. Is that

1 correct?

2 MR. KHATENA: It's the package, yes.

3 MR. GATLIN: So if it's the -- if we
4 develop it, then we send it to him, he has to look it
5 over, decide whether he likes it or not, then he
6 forwards it to you?

7 MR. CAMPBELL: No, he signs off --

8 MR. GATLIN: My requirement is to the
9 COI.

10 MR. KHATENA: You obtain the signature.

11 MR. CAMPBELL: We obtain the signature.

12 MR. KHATENA: Unless we deem
13 differently. If there's a problem with your working
14 with the client, then it would be more expedient for
15 y'all to obtain the signatures --

16 MR. GATLIN: Sure.

17 MR. KHATENA: -- and then forward the
18 entire pack, then it's complete to us without us being
19 in the middle.

20 MR. GATLIN: Okay. I missed something
21 there.

22 MR. KHATENA: The idea is you are to
23 work with the facility, the client, and obtain all
24 approvals prior to us -- we don't -- we don't stand in
25 the middle. You don't send it to us and then we send

1 it to them and they send it to us and we send it to you
2 as a final package.

3 MR. GATLIN: So at the site there will
4 be an ACO there, right? If I take the whole proposal
5 and give -- if I've got a dollar package here and I
6 give it to him for his approval and then he sends it to
7 you, then --

8 MR. KHATENA: Apart from the
9 bureaucracy.

10 MR. GATLIN: I mean he doesn't have
11 authority.

12 MR. KHATENA: Yeah, they get to play --
13 you know, the cost proposal is a little different
14 thing. The cost proposal, we've got to keep that under
15 lock and key kind of thing until we've negotiated,
16 until we go to negotiations with the IGE. I guess --
17 yeah, until we -- gee, I'm not saying that well.

18 We don't have to develop an IGE; in
19 particular, up to a hundred thousand dollars we don't
20 have to --

21 MR. GATLIN: IGE, right.

22 MR. KHATENA: Okay. Now, above that,
23 then we would -- we ought not to be looking at
24 contractor's proposal, cost proposal until the IGE has
25 been developed. So I understand your -- your question.

1 I think I'll have to clarify about what to do with that
2 IGE -- I mean about the cost proposal. That's
3 something that needs to be kept out of there until we
4 are ready to negotiate. The customer has an
5 opportunity to look at that cost proposal but we've got
6 to have the IGE in place before they do. See the cost
7 proposal before.

8 MR. GATLIN: You'll go ahead and the
9 amendment that you have coming out you'll put in this
10 clarification?

11 MR. KHATENA: Yeah. Yeah.

12 MR. CAMPBELL: I just have one other
13 question. NVP items. In reviewing the book there's a
14 lot of items that were in the old PDS, specifically the
15 hospital use, that are not in this one. You show a
16 limitation of 10 percent non-preprice on any one task
17 order. During the first year of operation is it
18 feasible that that will be relaxed in order to get the
19 items that are required, i.e., a specific type of air
20 handler that the -- that the -- none of the prices in
21 here will meet requirements that the hospitals have and
22 if we have a -- specifically, you know, a mechanical
23 project like we do a lot of, you know, if one air
24 handler may be 50 or 60 percent of the project cost of
25 it, how will we make that adjustment?

1 MR. KHATENA: All right. I missed the
2 first part of your statement. I apologize. Of your
3 question.

4 MR. CAMPBELL: Under --

5 MR. WILSON: I'll address part of it,
6 then. The contract allows you, if you come up with
7 something what is not in the Unit Price Book and if
8 it's of that magnitude and you foresee it happening
9 more than once, it can be negotiated at the time of the
10 contract to become part of the Unit Price Book, so
11 therefore it will always be pre-priced from that point
12 on.

13 MR. CAMPBELL: That's what I'm saying.
14 During the first year we're going to look at large
15 items that exceed the 10 percent level.

16 MR. WILSON: That's what I'm saying. If
17 you come across one of those, submit a proposal for
18 that to become a part of the Unit Price Book;
19 therefore, it will be added and you won't have to ever
20 worry about the 10 percent rule.

21 MR. CAMPBELL: But according to the
22 contract it's only done at the end of the year. If you
23 get an option year, the only time it's added it's part
24 of the review --

25 MR. WILSON: We can modify the book.

1 MR. KHATENA: I don't know -- yeah,
2 that --

3 MR. WILSON: We can modify the book.

4 MR. KHATENA: We're in the --

5 MR. WILSON: Any time.

6 MR. CAMPBELL: You can.

7 MR. WILSON: Yes.

8 MR. CAMPBELL: There's a checklist in
9 the proposal at the end of each option year or prior
10 to, "Has the UPB been reviewed," da-da-da-da, goes down
11 through that whole thing, and as a checklist whether or
12 not to the government will accept you as an option
13 year. It's in there.

14 MR. KHATENA: Isn't that interesting.

15 MR. CAMPBELL: What I was wondering
16 about, okay, if we do run into that - which we will -
17 you say you can modify the UPB at any time.

18 MR. WILSON: Yes, at any time if you
19 come across something --

20 MR. CAMPBELL: It would not be
21 considered a non --

22 MR. WILSON: On the second it's
23 negotiated the Contracting Officer would sign that MOD
24 to incorporate it into the contract, and once it's in
25 the contract as a MOD it becomes an official part of

1 the Unit Price Book and therefore will not apply to the
2 10 percent rule. But Mr. Rodgers here has recently
3 been to the AFAR Committee -- not the AFAR Committee,
4 the JOC Steering Committee, and one of the things they
5 are proposing for an AFAR rewrite is for 10 percent
6 rule to be relaxed at the Contracting Officer's
7 discretion. That has not been approved and we're
8 talking about government committee evaluating the AFAR
9 change and that might be a year from now. It might be
10 next week but it might not be in effect until the open
11 sub period, but that is something they are looking at
12 that is being proposed to make that change to give some
13 sort of leeway.

14 MR. RODGERS: What section was that
15 checklist in?

16 MR. CAMPBELL: I was looking for it
17 today.

18 MR. RODGERS: It perhaps might have been
19 in the JOC Guide as something the government is
20 supposed to be doing before they exercise an option,
21 but it doesn't prevent us from adding line items and to
22 make them pre-priced line items at any time.

23 MR. CAMPBELL: Okay, that's one thing I
24 was curious about, you know, in the start of a new book
25 you are always going to be finding things left out. In

1 this case the 407, solid oak doors that you use in
2 every hospital, is not in the book.

3 MR. WILSON: You particularly use that
4 when, you know, this is something that's going to be an
5 ongoing item.

6 MR. CAMPBELL: Like a door.

7 MR. WILSON: If it's a one-time never to
8 be used again.

9 MR. KHATENA: Is it not in the new book
10 still?

11 MR. CAMPBELL: Solid oak wood doors that
12 you use in every hospital is not in the book, the 407.

13 MR. KHATENA: I don't know if we use
14 them in every hospital but there are hospitals that are
15 using them.

16 MR. CAMPBELL: You have to have that
17 width.

18 MR. KHATENA: The laminate, laminated
19 doors.

20 MR. CAMPBELL: Laminated is not going to
21 do it.

22 MR. WILSON: Does that answer your
23 question?

24 Any other questions?

25 MR. VILLAREAL: I guess just a real

1 quick one is engineering-wise it's come up in the past
2 week that gentlemen who have 30 years experience in the
3 field, will that be weighed in lieu of engineering
4 being an engineer, can we use that criteria? Master
5 electricians, sometimes I got some that are 20 years,
6 25 years.

7 MR. KHATENA: When we're buying
8 professional engineering services that's what we're
9 buying. We want a degreed engineer and we want them
10 to -- you know, you have to look at the contract. If
11 supervision, either they're going to have so many years
12 experience and do it themselves or if they're lesser
13 experienced, then they will be supervised by somebody
14 that has all that experience. So in accordance with
15 the contract. Like I said earlier, if in fact there is
16 not a technical requirement we don't feel that we need
17 an engineer on it, then we can certainly defer to
18 others developing the scopes of work, but you will find
19 that we won't be buying those deliverables so all we're
20 going to pay is for the site visit.

21 MR. VILLAREAL: Okay.

22 MR. CAMPBELL: But in your requirements
23 for say a project manager, it states that he has to be
24 a civil engineer or an engineer.

25 MR. KHATENA: No, it doesn't say that.

1 The program manager.

2 MR. CAMPBELL: Project manager. Even
3 all the way down to the admin almost has to be an
4 engineer. CQC has to be an engineer.

5 MR. VILLAREAL: Different positions is
6 an engineer.

7 MR. KHATENA: There's a safety engineer.
8 That's no different than the contract we have today
9 requirement for a safety engineer. The fact that we
10 have asked for -- we've got a separate item for
11 professional engineering services is so --

12 MR. VILLAREAL: I think it had project,
13 and it's a lot, unless it wasn't meant to be in there.
14 But everyone's required to be an engineer.

15 MR. GATLIN: "Project Managers. The
16 project manager shall have a four-year degree in
17 engineering construction management, minimal experience
18 five years general commercial construction, one year of
19 which included managing and supervising multiple
20 general commercial construction projects." That's a
21 four-year.

22 MR. CAMPBELL: It says a four-year
23 degree on almost every position.

24 MR. KHATENA: I think for some reason
25 that didn't get in as -- that must have been a prior

1 thing because we are -- for anything that is going to
2 be done as an engineer, then we're going to get a PE
3 stamp. So the intent was to take that out. For some
4 reason it's still in there.

5 MR. GATLIN: Are you going to do that by
6 amendment?

7 MR. VILLAREAL: That's exactly why I was
8 asking that question. That's a big cost factor. In
9 specific trades one of them says it's got to be
10 electrical CQC plan check it, because you're asking for
11 an electrical engineer to check all electrical.

12 MR. GATLIN: That's in the project
13 engineers.

14 MR. VILLAREAL: Is that in the project
15 engineer? It's specific in each discipline. That's a
16 lot of engineers I've got sitting there with stamps and
17 whatever they've got to have.

18 MR. KHATENA: Because we were going to
19 cover that engineering part with professional services
20 and you have to then use engineers for those.

21 MR. CAMPBELL: But to be a project
22 manager you don't necessarily need to be an engineer.

23 MR. KHATENA: Okay, well, I'm going to
24 have to change that.

25 MR. VILLAREAL: Clarify.

1 MR. KHATENA: I don't want that to be a
2 stumbling block.

3 MR. CAMPBELL: That will sure raise a
4 few coefficients.

5 MR. WILSON: Any other questions?
6 That's all we've got, then. Thank you-all for coming.
7 We appreciate it.

8 MR. KHATENA: There was one other thing
9 I think with regard to the VTC, you had that question
10 on requirements? What did you have in mind?

11 MR. GATLIN: Really the second part was
12 much more important than the first part. I'm just
13 trying to figure out why you would necessarily have to
14 have a 51-inch, is that supposed to be here, the TV? A
15 big TV.

16 MR. CAMPBELL: One at each site.
17 You're providing that?
18 Y'all will.

19 MR. KHATENA: Y'all will provide that.

20 MR. GATLIN: That's two in essence: one
21 for the contractor and one for the Corps.

22 You watch your football games here or at
23 home?

24 MR. VILLAREAL: We've tried. They won't
25 let us. We tried.

1 MR. KHATENA: I don't think we said you
2 had to do that, but you have to show if in fact you're
3 going to use that as the face-to-face collaborative
4 method, then this is what we want. Now, if you want to
5 produce a warm body out here every time we have a
6 meeting, that's okay, too.

7 MR. VILLAREAL: Oh. See, it didn't read
8 that way.

9 MR. KHATENA: It was either way.

10 MR. GATLIN: I didn't read it that way
11 either.

12 MR. VILLAREAL: It says you will produce
13 and you will provide this.

14 MR. KHATENA: I'll look at it.

15 MR. VILLAREAL: Look at it again.

16 MR. GATLIN: Looks like y'all are going
17 back with more work than anybody.

18 MR. KHATENA: It may be such that a
19 contractor will say we'll staff a team of folks here.

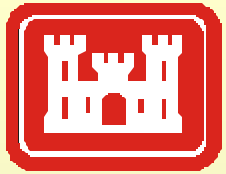
20 MR. VILLAREAL: If we originally
21 started. Okay.

22

23

24

25



**US Army Corps
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Fort Worth District

29 JUN 01
AL KHATENA
FRANK WILSON

PRE-PROPOSAL CONFERENCE

**JOB ORDER CONTRACT (JOC)
CONSTRUCTION/REPAIR REQUIREMENTS FOR
MEDCOM MEDICAL FACILITIES**

DACA63-01-R-0013

MEDCOM Support Team



MEDJOC PROGRAM

29 JUN 01

HISTORY

- MEDCOM FACILITY MANAGEMENT
 - DPW
 - COE
 - MSTs
- MST-FW
 - Established 1996
 - MEDJOC1 Awarded 19 Sep1996
 - MEDJOC1 Expires 19 Sep 2001



MEDCOM Support Team

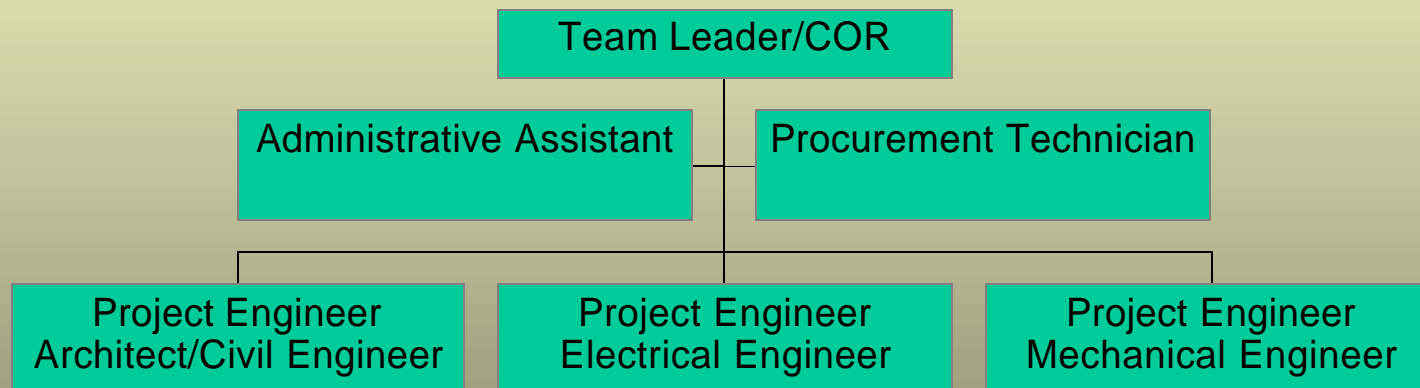


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MEDJOC PROGRAM

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TEAM



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MEDJOC PROGRAM

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MISSION

EXECUTE AND MANAGE MEDICAL JOB ORDER CONTRACTS TO PROVIDE EFFICIENT AND EXPEDITIOUS EXECUTION OF ENGINEERING, REPAIR, ALTERATIONS, AND MINOR CONSTRUCTION AT U.S. ARMY MEDICAL COMMAND (MEDCOM) INSTALLATIONS AND MEDICAL FACILITIES THROUGHOUT THE MEDCOM NORTH ATLANTIC, SOUTHEAST, GREAT PLAINS, WESTERN, AND PACIFIC REGIONS INCLUDING PUERTO RICO, ALASKA AND HAWAII



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MEDJOC PROGRAM

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VISION

DELIGHT OUR CLIENTS IN ALL WE DO AND BECOME THEIR
PROVIDER OF CHOICE



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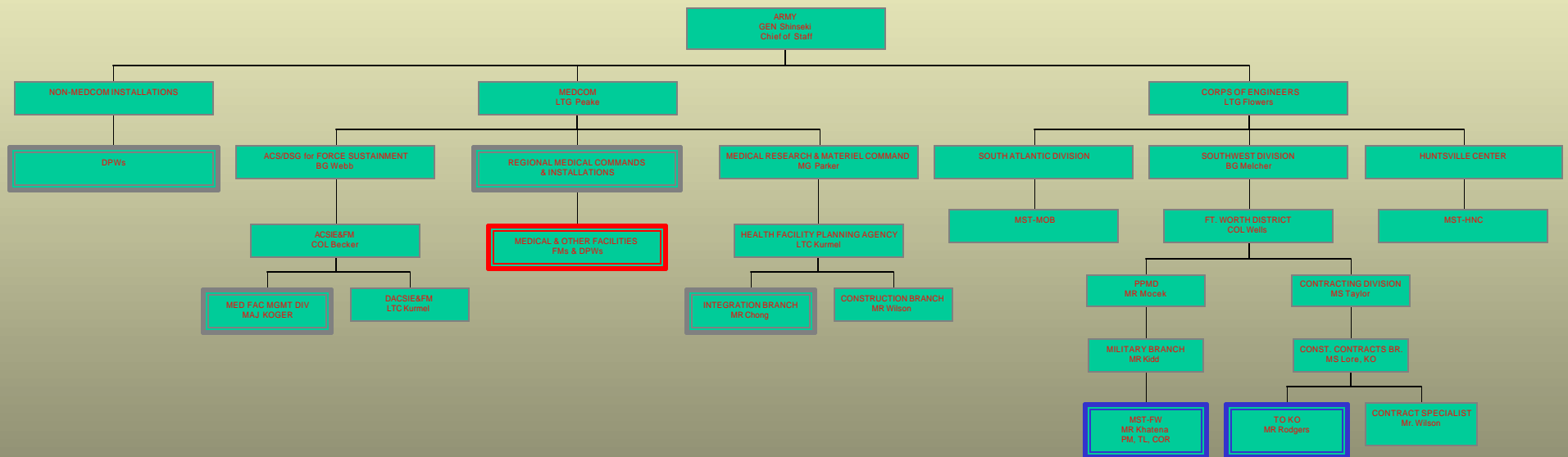


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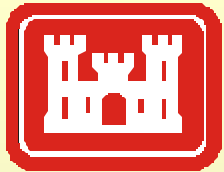
ORGANIZATIONS



MEDCOM Support Team



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**US Army Corps
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Fort Worth District

MEDCOM Regions Support Offices Work Locations

(Served by Current Contract)



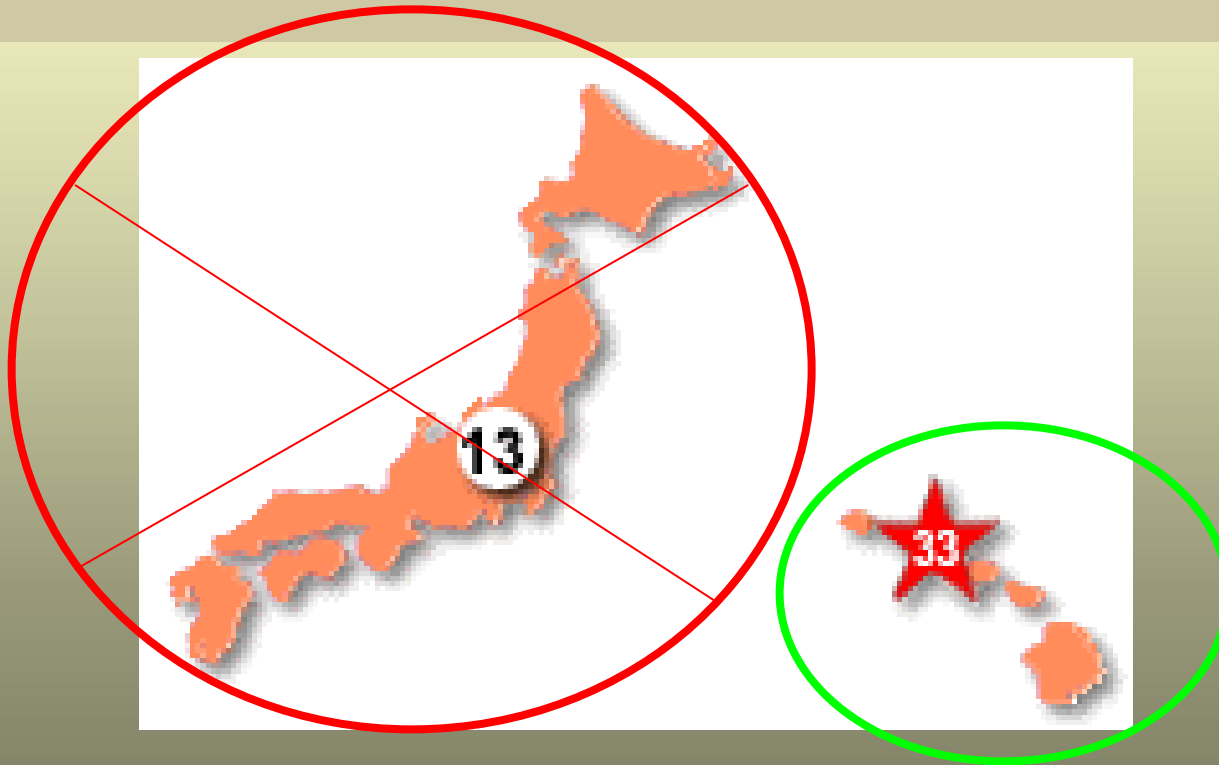
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PACIFIC REGION



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PACIFIC REGION STATISTICS

REGION TOTAL

0

\$0



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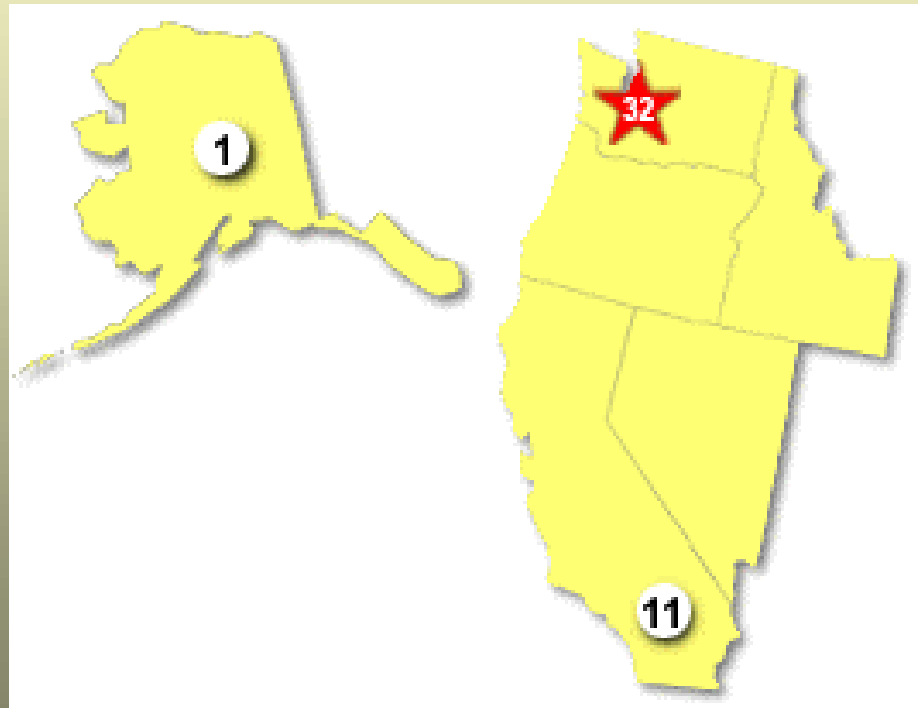


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WESTERN REGION



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WESTERN REGION STATISTICS

FT IRWIN, CA	5	\$1,549,288
FT LEWIS, WA	19	\$3,317,028
MONTEREY, CA	1	\$ 142,340
FT WAINWRIGHT, CA	1	\$ 375,700
REGION TOTAL	26	\$5,383,716



MEDCOM Support Team

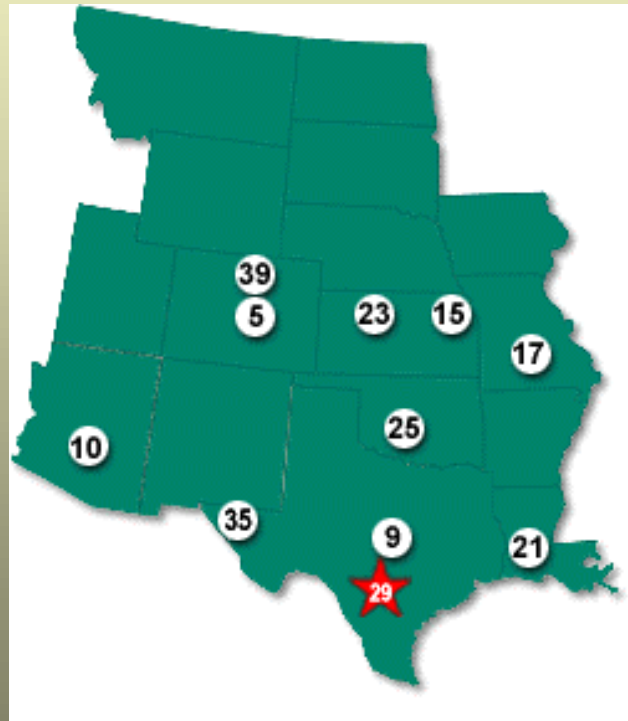


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MEDJOC PROGRAM

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GREAT PLAINS REGION



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GREAT PLAINS REGION STATISTICS

FT CARSON, CO	2	\$ 247,503
FT HOOD, TX	14	\$ 910,057
FT LEAVENWORTH, KY	1	\$ 90,364
FT LEONARD WOOD, MO	13	\$ 2,070,214
FT POLK, LA	6	\$ 989,824
FT RILEY, KS	6	\$ 1,210,054
FT SAM HOUSTON, TX	36	\$12,155,107
REGION TOTAL	78	\$17,673,123



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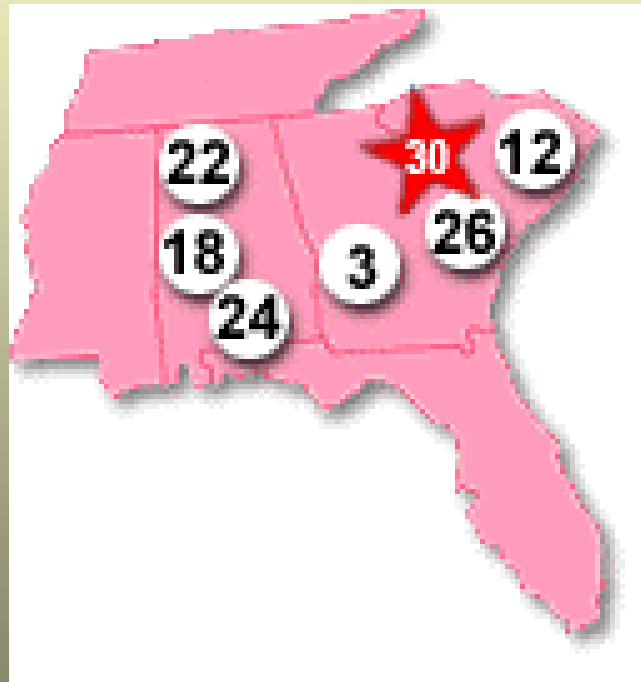


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SOUTHEAST REGION



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SOUTHEAST REGION STATISTICS

FT BENNING, GA	3	\$ 365,159
FT CAMPBELL, KY	2	\$ 386,722
FT JACKSON, SC	5	\$ 382,272
FT RUCKER, AL	2	\$ 189,225
REGION TOTAL	12	\$1,323,378



MEDCOM Support Team

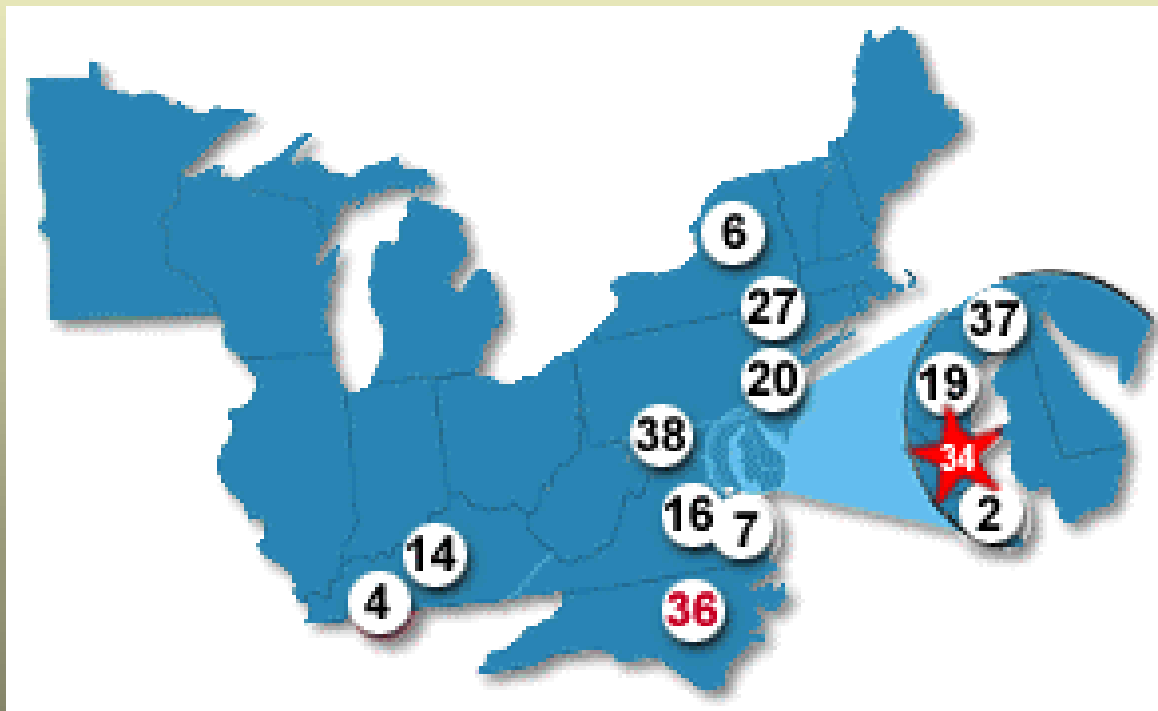


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MEDJOC PROGRAM

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NORTH ATLANTIC REGION



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Fort Worth District

MEDJOC PROGRAM

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NORTH ATLANTIC REGION STATISTICS

FT BELVOIR, VA	1	\$ 334,809
FT BRAGG, NC	4	\$ 824,540
FT DETRICK, MD	7	\$ 5,155,570
FT DRUM, NY	1	\$ 26,379
FT EUSTIS, VA	2	\$ 663,085
FT MYER, VA	1	\$ 141,936
FT MEADE, MD	2	\$ 478,603
WALTER REED, DC	5	\$ 2,620,768
REGION TOTAL	23	\$10,245,690



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MEDJOC PROGRAM

29 JUN 01

MEDCOM WEB LINKS

Army Medical Department — AMEDD

<http://www.armymedicine.army.mil/armymed/default2.htm>

Health Facility Planning Agency — HFPA

<http://hfpa.otsg.amedd.army.mil/>

**Assistant Chief of Staff for Installations, Environment & Facility
Management — ACSIEFM**

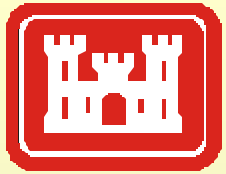
<http://acsiefm.amedd.army.mil/>



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**JOB ORDER CONTRACT (JOC)
CONSTRUCTION/REPAIR REQUIREMENTS FOR
MEDCOM MEDICAL FACILITIES**

DACA63-01-R-0013

MEDCOM Support Team



MEDCOM – Job Order Contract

Oral Explanations Given At This Conference Are Not Binding. If The Solicitation Requirements Need To Be Revised, A Formal Written Amendment Will Be Issued.

MEDCOM – Job Order Contract

■ SECTION A – SF 1442

- ◆ GUARANTEED MIN BASE PERIOD \$80,000.00 PER CONTRACT.
- ◆ ANTICIPATED AMOUNT PER PERIOD \$4,000,000 PER CONTRACT
- ◆ TOTAL NTE AMOUNT \$20,000,000 PER CONTRACT.

MEDCOM – Job Order Contract

- SECTION B – SUPPLIES OR SERVICES & PRICE/COSTS
 - ◆ B.1 PRICING SCHEDULE – WEST AND EAST REGION
 - ◆ B.2 OFFERS
 - ◆ B.3 REGION
 - ◆ B.4 OPTIONS
 - ◆ B.5 AREA COST FACTOR INDEX

MEDCOM – Job Order Contract

■ SECTION B cont

- ◆ B.8 PERFORMANCE AND PAYMENT BONDS
- ◆ B.9 ADJUSTMENT TO UNIT PRICE FOR OPTION YEARS

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- SECTION C – DESCRIPTION/SPECIFICATION/WORK STATEMENT
 - ◆ C.1 MEDICAL TREATMENT FACILITIES

- SECTION D
 - ◆ NOT USED

MEDCOM – Job Order Contract

- SECTION E - INSPECTION AND ACCETANCE
- SECTION F – DELIVERIES OR PERFORMANCE
 - ◆ F.5 PERIOD OF PERFORMANCE
- SECTION G – CONTRACT ADMINISTRATION DATA

MEDCOM – Job Order Contract

- SECTION H - SPECIAL CONTRACT REQUIREMENTS

- ◆ H.5 MINIMUM CONTRACT VALUE

- ◆ H.9 ORDERING PROCEDURES

- ◆ H.32 ADP SUPPORT REQUIREMENTS

- SECTION I – CONTRACT CLAUSES

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■ SECTION J – ATTACHMENTS

- ◆ ATTACH 5 – AREA COST FACTOR INDEX
- ◆ ATTACH 7 – JOC GUIDE, AUG 98
- ◆ ATTACH 8, 9, AND 10 – VIDEO
- ◆ ATTACH 11 – WAGE DETERMINATIONS DECISIONS

MEDCOM – Job Order Contract

- SECTION J – cont

- ◆ ATTACH 12 – AFFIRMATIVE
ACTION PLAN

MEDCOM – Job Order Contract

- SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

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- SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICE TO BIDDERS
 - ◆ L.5 SUBCONTRACTING PLAN
 - ◆ L.13 PREPROPOSAL CONFERENCE
 - ◆ L.36 REQUIRED CENTRAL CONTRACTOR REGISTRATION

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■ SECTION L – cont

- ◆ PAGE L-14, PROPOSAL SUBMISSION REQUIREMENTS AND INSTRUCTIONS
 - ◆ L.38 DIRECTIONS FOR SUBMISSION OF OFFERS
 - ◆ L.39 PROPOSAL SUBMISSION INSTRUCTIONS

MEDCOM – Job Order Contract

■ SECTION L – cont

- ◆ L.40 TECHNICAL PROPOSAL AND PAST PERFORMANCE
- ◆ L.41 PRICE PROPOSAL
- ◆ L.42 SUBCONTRACTING PLAN

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- SECTION M – EVALUATION FACTORS FOR AWARD